

# **EXHIBIT 41**

**NOT TO BE PUBLISHED IN THE OFFICIAL REPORTS**

California Rules of Court, rule 977(a), prohibits courts and parties from citing or relying on opinions not certified for publication or ordered published, except as specified by rule 977(b). This opinion has not been certified for publication or ordered published for purposes of rule 977.

**IN THE COURT OF APPEAL OF THE STATE OF CALIFORNIA**

**SECOND APPELLATE DISTRICT**

**DIVISION EIGHT**

**VALLEY OUTDOOR, INC. et al.,**

**Cross-Complainants and Appellants,**

**v.**

**REGENCY OUTDOOR ADVERTISING,  
INC. et al.,**

**Cross-Defendants and Respondents.**

**B182312 and B183066**

**(Los Angeles County  
Super. Ct. No. BC305029)**

**COURT OF APPEAL, SECOND DIST.**

**FILED**

**SEP 05 2006**

JOSEPH A. LANE Clerk  
Deputy Clerk

**APPEAL** from a judgment and from an order of the Superior Court for the County of Los Angeles. William F. Fahey, Judge. Affirmed.

McGuire Woods, Eliot G. Disney and Darrel C. Menthe for Cross-Complainants and Appellants.

Baile & Tidus, Jeffrey A. Tidus and David P. Crochetiere for Cross-Defendants and Respondents.

## SUMMARY

In litigation between competitors in the outdoor advertising industry, the trial court correctly sustained a demurrer to causes of action in a cross-complaint for breach of contract, fraud and negligent misrepresentation, and properly dismissed a fourth cause of action for declaratory relief relating to billboards in Oceanside and Riverside. The trial court also properly sustained a demurrer to a fifth cause of action for unfair competition involving billboards in other locations that allegedly violate various state and local ordinances.

The trial court awarded attorney fees of \$464,720.75 to the prevailing party under the attorney fee clause of a contract between the parties, concluding that the multiple causes of action were inextricably intertwined and fees could not be apportioned between contract and non-contract claims. We affirm the court's attorney fee order.

## FACTUAL AND PROCEDURAL BACKGROUND

Valley Outdoor, Inc. and its principal, J. Keith Stephens (collectively, Valley), filed a cross-complaint against Regency Outdoor Advertising, Inc. and its principals, Drake Kennedy and Brian Kennedy (collectively, Regency). Valley's cross-complaint was brought in a lawsuit filed by Outdoor Media Group, Inc. (OMG) against Valley and others. Valley, Regency and OMG are involved in the billboard advertising business, and have a considerable and contentious litigation history involving billboards in Riverside and Oceanside. To understand Valley's claims and their resolution, it is necessary to summarize several prior lawsuits and agreements, as well as to identify the entities and persons involved.

### 1. The players.

Valley, Regency and OMG are competitors in the outdoor advertising industry. J. Keith Stephens, now the owner of Valley, was hired by Regency in 1988. Stephens succeeded in substantially increasing Regency's billboard business. While working for Regency and with its approval, Stephens formed his own company, whose corporate name was eventually changed to Valley. Regency supported the formation of Valley, because the principals of both companies wanted to use Valley to facilitate certain

transactions. Regency sometimes compensated Stephens for his work for Regency by transferring to Valley some of its sign rights.

Beginning in 1994, OMG – which is not a party to this appeal – became involved in litigation with the city of Riverside over OMG's construction of billboard signs, including a challenge to the constitutionality of a Riverside ordinance. OMG later brought a lawsuit challenging an Oceanside ordinance. The parties refer to these suits as the Riverside litigation and the Oceanside litigation, respectively. Further litigation ensued among the three competitors over the billboards in Riverside and Oceanside.

2. *The first lawsuit and settlement: Regency v. OMG.*

In April 1998, Regency sued OMG, asserting claims relating to the wrongful construction of billboards in Riverside. Regency and OMG settled the lawsuit, and agreed to various other matters, in an agreement dated June 8, 1998. Under the agreement, OMG transferred to Regency, without warranties, all its rights to certain Riverside billboards. OMG also agreed to transfer to Regency all its rights to a billboard in Oceanside. Regency and OMG agreed to cooperate with each other in respect to the ongoing Riverside and Oceanside litigation. Regency and OMG agreed that if OMG acquired rights to any additional billboards as a result of that litigation, OMG would transfer to Regency its interest in one-half of the billboards.

3. *The June 1998 memorandum of agreement between Regency and Valley (the 1998 MOA).*

A few days after Regency and OMG reached the settlement just described, Regency and Valley entered into a memorandum of agreement dated June 11, 1998 (1998 MOA). In the 1998 MOA, Regency transferred to Valley all the sign rights Regency acquired from OMG in Oceanside (Oceanside signs) as a result of the Regency/OMG settlement. The 1998 MOA specified that Regency would retain all signs and sign rights it acquired from OMG in the County of Riverside (Riverside signs). Regency's transfer of Oceanside sign rights to Valley was a part of Stephens' compensation for work he performed on other projects for Regency.

4. **The second lawsuit and the July 2002 settlement:  
*Valley v. Regency.***

Almost four years later, on April 23, 2002, Valley sued Regency for unfair business practices and fraud. The action also involved a declaratory relief claim to determine the parties' respective ownership interests in the Oceanside and Riverside signs. Valley asserted that, after forcing Stephens to resign from Regency, Regency demanded transfer of virtually all of Valley's billboards to Regency, and falsely claimed that most of the billboards operated by Valley were Regency's property, including the signs Regency had obtained from OMG and transferred to Valley.

This litigation was settled a few months later by agreement dated July 18, 2002 (July 2002 settlement). In the settlement, Regency disclaimed any interest in the Oceanside and Riverside signs, and assigned to Valley all leases and other indicia of ownership Regency had in the signs, as of the effective date of the agreement (July 15, 2002).

5. **The litigation agreement between Regency and OMG.**

Meanwhile, after Valley filed its suit against Regency, but before the July 2002 settlement, Regency entered into a "confidential litigation defense and prosecution agreement" with OMG, effective May 6, 2002. In the agreement, Regency and OMG recited, among other things, that:

- Regency and OMG both claimed an interest in the Riverside and Oceanside signs, "because of the actions of Valley, Stephens and Fisher." (Paul Fisher was a lawyer who had represented OMG.)
  - Valley had already filed an action against Regency asserting that Regency had no interest in the signs (as described in section 4, *ante*), and OMG believed Valley might also bring an action against OMG.
- Regency and OMG agreed that:
- Each of them would file a lawsuit against Valley, Stephens and Fisher and would coordinate efforts in seeking return of the signs.

- Regency would pay most of the attorney fees and litigation expenses, and OMG and Regency would coordinate litigation strategy.
- In the event of any recovery from the litigation, OMG would have a right of first refusal to the litigation proceeds, a right OMG could exercise by paying one-half of the total attorney fees and litigation expenses paid by Regency. Upon exercise of OMG's right of first refusal, Regency would receive one Oceanside sign and OMG would receive the remaining signs in Oceanside, and the parties would alternate in selecting the Riverside signs.

6. *The third lawsuit: OMG v. Valley and Fisher.*

Approximately a year later, in July 2003, OMG sued Valley and OMG's former attorney, Paul Fisher, alleging unfair competition and tortious interference with prospective economic advantage, among other claims, in connection with the Riverside and Oceanside signs. OMG claimed that, while Fisher was acting as legal counsel for OMG, Fisher secretly became a part-owner of Valley; Stephens and Fisher hid Fisher's ownership interest in Valley; and Fisher used his position as OMG's attorney in the Riverside and Oceanside litigation to benefit Valley, Stephens and himself, including disclosing OMG's confidential information to Valley and Stephens. OMG alleged, among other things, that Fisher falsely represented to OMG that the five Riverside signs belonged to Regency and not to Valley, and that Fisher and Valley unfairly profited from the Riverside signs and from the settlement of a dispute between OMG and Valley with respect to signs in Oceanside. OMG sought disgorgement of monies received by Valley as a result of Valley's owning and maintaining the Riverside and Oceanside signs, and a declaration that the signs belonged to OMG and not to Valley. Valley cross-complained against OMG and Regency, but, as a result of the rulings that are the subject of this appeal (section 7, *post*), Regency extricated itself from the litigation shortly before the trial.

At the conclusion of trial in early 2005, the jury returned a \$15 million verdict in OMG's favor against Valley and Fisher, including an award of punitive damages. While the jury was deliberating, however, the parties agreed on the record to a "min/max" settlement and to vacate the jury verdict.<sup>1</sup>

7. This action: Valley's cross-complaint against Regency.

In April 2004, in OMG's action against Valley and Fisher, Valley filed the cross-complaint against Regency that is the subject of this appeal. Valley's first amended cross-complaint asserted five causes of action against Regency: breach of contract, fraud, negligent misrepresentation, declaratory relief, and unfair competition. The essence of Valley's cross-complaint was that Regency conspired with OMG to deny Valley the benefit of its bargains in connection with the 1998 MOA and the July 2002 settlement agreement (sections 3 and 4, *ante*), under which Regency had transferred its rights in the Oceanside and Riverside signs to Valley. Valley alleged Regency breached those contracts by entering into the confidential litigation agreement with OMG, under which Regency worked with OMG to take back the same signs Regency transferred to Valley under the 1998 MOA and the July 2002 settlement agreement. Valley alleged that, before executing the July 2002 settlement agreement relinquishing its ownership interest in the Riverside signs, Regency had assigned pending permit applications for the Riverside signs to OMG. The assignment, which Regency kept secret from Valley at the time of the settlement, allegedly breached provisions of the settlement agreement and materially affected the value of the Riverside signs. Valley also asserted fraud claims, alleging Regency fraudulently induced Valley to enter into the 1998 MOA and the July 2002 settlement, by failing to advise Valley of any defect in title to the signs "or that Regency had done anything wrong in acquiring them from OMG," and by falsely representing that its rights to the signs were valid and in good order.

---

<sup>1</sup> The settlement required Valley to sell two signs to OMG for \$1.8 million, an amount below the market price.

Regency demurred to Valley's first amended cross-complaint. On November 4, 2004, the trial court sustained Regency's demurrer, without leave to amend, to the causes of action for breach of contract, fraud, negligent misrepresentation, and unfair competition. The court took Regency's demurrer to the claim for declaratory relief off calendar, as the court had already overruled Regency's previous demurrer to that claim.<sup>2</sup>

Shortly before trial, Regency moved to dismiss Valley's declaratory relief claim, contending the only relief sought in the claim was for a declaration Valley was entitled to indemnity, and Valley had explicitly dismissed that claim at a hearing on November 23, 2004. The trial court granted Regency's motion, and judgment in favor of Regency was entered on February 28, 2005. Valley filed a notice of appeal on March 21, 2005.

After the judgment was entered, Regency moved for an award of attorney fees based on the attorney fee clause of the July 2002 settlement agreement. The trial court granted Regency's motion on May 3, 2005, and awarded attorney fees of \$464,720.75, together with costs of \$12,807.75. Valley filed a second notice of appeal, and an amended judgment including the attorney fee award was entered on June 6, 2005. The two appeals have been consolidated for purposes of oral argument and decision.

#### DISCUSSION

We affirm the trial court's rulings. We discuss the causes of action in turn, providing further descriptions as necessary of Valley's allegations and the trial court's orders, and then turn to Valley's appeal of the trial court's attorney fee award.

---

<sup>2</sup> Regency earlier demurred to Valley's original cross-complaint, which also alleged causes of action for comparative indemnity, implied indemnity and equitable indemnity. Regency's demurrer to these causes of action was granted without leave to amend. The trial court observed that indemnity claims could not be stated until a loss occurred through payment of a judgment or a settlement, and that until a monetary loss occurred, "the cross-complaint takes the form of an action for declaratory relief." Regency's demurrer to Valley's claim for declaratory relief was overruled, and Valley was given leave to amend its causes of action for breach of contract, fraud, negligent misrepresentation and unfair competition.

1. Valley's appeal of the trial court's demurrer ruling and of the court's dismissal of the declaratory relief claim.

a. The breach of contract claim.

Statement of a cause of action for breach of contract requires pleading of (1) the contract, (2) Valley's performance, (3) Regency's breach, and (4) damage resulting from Regency's breach of the contract (causation). (4 Witkin, Cal. Procedure (4th ed. 1997) Pleading, § 476, p. 570 & § 501, p. 589.)

Valley's cross-complaint alleges that Regency breached the 1998 MOA and the July 2002 settlement by:

- Assigning pending permit applications for the Riverside signs to OMG;
- Instructing its counsel to undermine Valley's efforts to obtain legal status for the signs, substantially reducing their present value; and
- Entering into the confidential litigation agreement with OMG "under which Regency worked to deny Valley the benefit of its bargain under the contracts," and attempting to "take back the exact signs that Regency had conveyed to [Valley] in breach of the covenant of good faith and fair dealing."

Valley's cross-complaint alleges that before executing the July 2002 settlement agreement, Regency assigned "certain pending permit applications concerning the Valley Riverside Billboards" to OMG, and thereby "materially impacted the value of the 5 Riverside Billboards transferred to Valley." Regency assigned the permit applications to OMG "in spite of a provision in the Settlement Agreement requiring the parties to

---

The complaint alleges that under the Outdoor Advertising Act (Bus. & Prof. Code, § 5200 et seq.) billboards must have permits from the California Department of Transportation (CalTrans) to allow lawful operation, and CalTrans can only grant permits for billboards that are more than 500 feet apart. Regency's assignment of the pending permit applications to OMG significantly lessened the present value of the assets conveyed to Valley and made it "virtually impossible for Valley to sell such signs to any potential purchaser."

cooperate and execute "such other document(s)" and take "such further actions" as may be necessary to carry out the intent of the Settlement Agreement." The settlement agreement "specifically provided for the transfer of any rights Regency might have had in the billboards and leaseholds," but in spite of this provision, "Regency purportedly conveyed to OMG prior to executing the Settlement Agreement with Valley all of its rights to the pending permit applications." Valley also alleged Regency instructed its counsel to contact CalTrans and attempt to prevent Valley from having CalTrans issue permits for the five Riverside signs which Regency had conveyed to Valley, "thus denying the benefit of the bargain and damaging Valley."

We agree with the trial court that Valley's allegations do not state a claim for breach of contract.

First, Valley's complaint fails to identify any provision of the July 2002 settlement that has been breached by Regency's conduct. Under that settlement, Regency assigned to Valley "each and every lease and other indicia of ownership they have in their possession, custody, or control as of the effective date of this Agreement [July 13, 2002] for all of the Billboards." Valley contends Regency's earlier transfer to OMG of all rights "in Regency's applications to the State of California for the Caltrans permits" for the Riverside signs breached this agreement, but we can discern no breach. Regency's earlier assignment of permit applications to OMG cannot violate the subsequently-executed settlement agreement, under which Regency merely transferred any interest it then had, and made no warranties as to the nature of those interests.

Second, Valley alleges Regency breached the settlement agreement by attempting to block CalTrans from issuing permits for the signs, and Regency's actions "to frustrate the agreement and deny Valley the benefit of the bargain also violate the covenant of good faith and fair dealing . . ." According to Valley, Regency's efforts to prevent CalTrans from issuing permits breached the provision of the settlement agreement which required each party "to execute and deliver such other document(s) and instrument(s) and to take such further actions as may be reasonably necessary to fully carry out the intent and purposes of this Agreement." We fail to see how a standard provision for the

execution of documents necessary to carry out an agreement transferring "any right, title and interest" in the billboards could apply to prevent Regency from later involving itself in the permit process. Regency made no promise not to participate in the regulatory process. Moreover, Valley fails to allege it actually applied for any permits or that any were denied because of Regency's efforts.

Third, Valley argues in its reply brief that Regency breached paragraph 12 of the settlement agreement. In paragraph 12 (No Assignment), both parties warrant they have "made no assignment, voluntary or involuntary, of all or any part of the Claims released herein to any other persons or entities." Regency's assignment of permit applications, however, is not an assignment of any "claim" it released in the settlement agreement.

Regency merely released Valley from any and all claims of any nature that Regency then had against Valley by reason of any matter relating to the action the parties were settling. Assignment of a permit application is not an assignment of a claim Regency had against Valley.

Finally, Valley fails adequately to allege how Regency's attempt to persuade CalTrans not to issue permits for the signs, or its assignment of permit applications to OMG, caused any damage to Valley. As Regency points out, Valley and the City of Riverside have been engaged in litigation over permits for the Riverside signs and the constitutionality of certain Riverside ordinances since January 2000. At the time Valley filed its cross-complaint in this case, the federal district court had concluded the signs were illegal and, in effect, determined the city had properly rejected late-filed permit applications Valley filed after beginning construction of the signs in January 2000. When the Ninth Circuit recently reversed the district court's judgment, the cause was returned to the district court for trial. (*Valley Outdoor, Inc. v. City of Riverside* (9th Cir. 2006) 446 F.3d 948, 956.) As a result, the matter of the city's denial of permits for the signs continues in litigation. If, as Valley asserted, "billboards without Caltrans permits are worthless," presumably the same is true of billboards without necessary municipal permits. In view of the city's actions refusing permits, it is difficult to see how Valley

can truthfully allege that any action by Regency caused the alleged decrease in the value of the signs to Valley, or “[made] it impossible for Valley to sell [the] signs.”

Valley also argues it has a viable claim for breach of contract as to the 1998 MOA, in which Regency transferred to Valley all the sign rights Regency acquired from OMG in the Oceanside signs. Regency allegedly breached the 1998 MOA “by entering into a conspiracy with . . . OMG to attempt to take back the exact signs that Regency had conveyed to [Valley] in breach of the covenant of good faith and fair dealing.” Again, Valley identifies no provision of the 1998 MOA that has been breached. The 1998 MOA is a two-page agreement in which Regency merely “sold, assigned and transferred” to Valley the Oceanside sign rights it acquired from OMG. Regency made no warranties or promises with respect to the Oceanside signs. Regency’s May 6, 2002 litigation agreement with OMG four years later, after OMG discovered the bases for its legal claims against Valley relating to these signs, is not a breach of the 1998 MOA, or of the July 2002 settlement agreement. Nothing in either agreement prevents Regency from assisting OMG in asserting OMG’s legal rights with respect to the Oceanside or Riverside signs.

We recognize it is possible to breach the covenant of good faith and fair dealing that is implied in every contract without breaching a specific provision of the contract (*Carma Developers (Cal.), Inc. v. Marathon Development California, Inc.* (1992) 2 Cal.4th 342, 373 (*Carma Developers*)). However, the implied covenant of good faith is read into contracts “in order to protect the express covenants or promises of the contract, not to protect some general public policy interest not directly tied to the contract’s purpose[s].” (*Ibid.*; quoting *Foley v. Interactive Data Corp.* (1988) 47 Cal.3d 654, 690.) Conduct must be “contrary to the contract’s purposes and the parties’ legitimate expectations” in order to breach the implied covenant of good faith and fair dealing (*Carma Developers, supra*, 2 Cal.4th at p. 373.) The express purpose of the contracts between Valley and Regency was to transfer any indicia of Regency’s ownership in the Riverside and Oceanside signs to Valley, not to protect Valley from the claims of another.

competitor relating to the same signs, claims which a jury later found meritorious to the extent of a \$15 million damages verdict.

b. The fraud and negligent misrepresentation claims.

To state a claim for fraud, a complaint must allege (1) a false representation, concealment, or nondisclosure; (2) knowledge of falsity; (3) intent to defraud, i.e., to induce reliance; (4) justifiable reliance; and (5) resulting damage. (5 Witkin, Summary of Cal. Law (10th ed. 2005) Torts, § 772, p. 1121.)

Valley asserts Regency's "representations in the contract between Regency and Valley, specifically, that Regency was transferring signs to Stephens, and had the right to do so," were false representations. Valley points to its allegation that, when Regency and Valley entered into the 1998 MOA, Regency's principals "represented to [Valley] that Regency had all right, title and interest to the Oceanside Signs' rights that it had acquired from OMG and that such rights were good and valid." Further, Valley asserts it properly alleged "omissions," by which it presumably means active concealment or suppression of facts, because the complaint alleged that Regency did not advise Valley of any defect in the title to the signs "or that Regency had done anything wrong in acquiring them from OMG." We again agree with the trial court that Valley's allegations do not state a cause of action for fraud or negligent misrepresentation.

Every element of the cause of action for fraud must be alleged "factually and specifically." (5 Witkin, Cal. Procedure (4th ed. 1997) Pleading, § 669, p. 125.) Valley's complaint consists of nothing more than a generalized restatement of the elements of a fraud claim, without any specific facts which, if proved, would demonstrate the fraud. For example, while complaining that Regency failed to tell Valley that "Regency had done anything wrong in acquiring [the signs] from OMG," Valley does not state the

---

Negligent misrepresentation is a similar claim, except that the plaintiff may allege facts showing the representation was made without reasonable ground for believing it to be true, rather than with knowledge of its falsity. (5 Witkin, Cal. Procedure (4th ed. 1997) Pleading, § 683, p. 141.)

nature of Regency's alleged "wrong" in acquiring the signs from OMG. Valley does not allege facts showing Regency did not have valid rights to the signs when it transferred them to Valley. Valley also does not state any facts showing how its reliance on anything Regency said or failed to say caused any damage to Valley. As with Valley's contract cause of action, it is difficult to discern any connection between Regency's alleged misrepresentations and any injury to Valley. In short, no claim is stated for fraud or negligent misrepresentation. Because Valley has neither contended it should be given leave to amend the complaint nor otherwise suggested how it might amend the complaint to state a claim, there was no error in the trial court's ruling.

c. The declaratory relief claim.

Valley's complaint sought declaratory relief against Regency, alleging in paragraph 95 a controversy between Valley and Regency "with respect to the rights, obligations and duties of the parties." In the following paragraph 96, Valley contended it was "without fault, responsibility [or] blame for any of the damages that [OMG] may have suffered"; if any wrongful conduct occurred, "these acts were committed by [Regency] and not [Valley]"; and Valley was entitled to indemnity from Regency.

The trial court overruled Regency's demurrer to Valley's cause of action for declaratory relief, and later (on November 29, 2004) granted in part and denied in part Regency's motion for judgment on the pleadings with respect to the declaratory relief claim. The court ordered paragraph 96 stricken from the complaint, because Valley's counsel waived any right to indemnity at the status conference on November 29. The court otherwise denied Regency's motion, observing that its earlier demurrs to the declaratory relief claim had been overruled, and no material change in law had occurred since the ruling on the demurrs.

Shortly before trial, however, on February 23, 2005, Regency sought dismissal of the remaining claim for declaratory relief, and the trial court granted Regency's motion. The trial court pointed to Valley's pretrial report of November 24, 2004, listing causes of action and affirmative defenses, which listed its cause of action against Regency as

"Declaratory Relief (Indemnity)."<sup>5</sup> The court noted that Valley's counsel, at the status conference on November 29, 2004, expressly stated that Valley was waiving any claim for indemnity in "the first amended cross-complaint that's left." The court continued: "It just appears to this court that as you work your way through the history of this litigation, there's, frankly, nothing left of the cross-complaint, and I'm inclined to dismiss it." Further, the court pointed out its colloquy at the final status conference on February 16, 2005, with counsel for Valley, in which it stated that "the only remaining cause of action as of November 4, 2004 was number four for declaratory relief which is seeking declaratory relief as to indemnification only," and Valley's counsel responded, "That is right."<sup>6</sup> The court concluded:

"I don't know how it can be more clear. [T]he record is crystal clear that the parties in this case; Valley in particular, made a decision, filed papers with the court, confirmed it with the court orally, and that fourth cause of action [declaratory relief] is dead."

Valley contends the trial court erred, because it reversed its earlier rulings, relying only on Valley's pretrial report and on its colloquy with counsel. Valley states counsel "regrets that it acquiesced" in the court's "erroneous" premise that the declaratory relief claim was about indemnity. Valley says counsel did so in "a moment of

---

<sup>5</sup> The parties' "joint statement of the case," also dated November 24, 2004, similarly stated, as to Valley's cross-complaint, only that Valley "claim[s] that OMG [and] Régency ... are responsible for any injury OMG has suffered."

The trial court observed: "Indeed, I was thinking of bifurcating or severing certain parts of the case, and we were specifically told something that conformed with Valley's pretrial report, that the dec. relief cause of action was nothing more than one for indemnity, and to be guided by that, and this court made certain findings, and that's why I'm inclined to grant the motion." And, later: "[S]hould this court and opposing counsel not be able to, indeed, required to rely upon filings that are part of the final status conference and which this court requires particularly as to remaining causes of action and the basis for them, as well as counsel's statements, and we did so. And whether or not you've had a factual change of heart or something else I think is really of no moment."

weakness . . . induced by the Court," and counsel's statements "cannot erase the explicit factual allegations" of the complaint. According to Valley, the court "lost sight of its proper role as a neutral arbiter" and "steamroll[ed] through the desired result."

We discern no error in the trial court's ruling, which appears eminently reasonable, and no basis for Valley's untoward characterizations of the trial court's action.<sup>7</sup> Nor is there any merit to Valley's contention that Regency's motion to dismiss was procedurally improper as a motion for reconsideration of the court's previous rulings overruling Regency's demurrer. Valley's submission of its pretrial statement of the issues and counsel's statements relating to the nature of Valley's declaratory relief claim — upon which the court based its dismissal of the declaratory relief claim — occurred well after Regency's demurrers were overruled. Regency's motion to dismiss was based on Valley's own characterization of the nature of the declaratory relief it sought, and therefore cannot be considered a motion for reconsideration of the demurster ruling.

d. The unfair competition claim.

Valley alleged a cause of action for unfair competition, asserting claims unrelated to the Oceanside and Riverside signs. Valley alleged Regency maintains and operates illegal signs that unfairly compete with Valley, and Regency obtains an unfair business advantage over Valley by erecting signs in disregard of state and local laws. Valley identified various billboards it asserted violate state and local laws regulating billboards, for example, "building billboards without permits, too close to other signs, too close to landscaped areas, and facing the wrong direction," and constructing signs "too high or in the wrong zones." Valley identified state law and municipal ordinances the signs allegedly violate, and alleged Regency has been able to earn millions of dollars in profits from the maintenance of the illegal signs. Valley further alleged it was prosecuting the

---

<sup>7</sup> Valley asserts in its brief that "the substance of the declaratory relief claim was no less than a declaration of rights and duties regarding the contractual disputes set forth above." If that is so, Valley is not prejudiced by the dismissal of its declaratory relief claim in any event, because this court has concluded that Valley did not state a claim for breach of contract.

action on behalf of the general public, and sought injunctive relief and disgorgement of all profits Regency made from its allegedly illegal signs.

The trial court sustained Regency's demurrer to Valley's unfair competition cause of action on November 4, 2004, two days after the voters approved Proposition 64.

Under Proposition 64, a private person has standing to sue under Business and Professions Code section 17200 only if he or she "has suffered injury in fact and has lost money or property as a result of such unfair competition." (Bus. & Prof. Code, § 17204.) As Valley recognized in its opening brief, Proposition 64 "materially alter[ed] the viability of the claim, as pleaded," because Valley did not affirmatively plead economic injury. Accordingly, Valley has no standing to assert a claim under section 17200.

(*Californians for Disability Rights v. Mervyn's* (2006) 39 Cal.4th 223, 227 [amended standing provisions apply to cases already pending when Proposition 64 took effect].)

In its reply brief, Valley asserts the trial court abused its discretion because it failed to give Valley an opportunity to amend its complaint "to meet the new pleading requirement." Valley did not raise this issue in its opening brief, and therefore has waived the argument. Moreover, its reply brief merely states that illegal signs cause injury to the outdoor advertising market as a whole and to law-abiding competitors, reducing advertising revenue from and devaluing legal signs, with "concomitant loss of revenue." Valley's generalized claim of "loss of revenue" does not comply with the requirement of section 17204 that a private plaintiff may not bring an action unless it "has suffered injury in fact and has lost money or property" as a result of the unfair competition alleged. (Bus. & Prof. Code, § 17204; see *Korea Supply Co. v. Lockheed Martin Corp.* (2003) 29 Cal.4th 1134, 1144, 1149, 1152 [damages cannot be recovered in a section 17200 action; restitution to direct victims of unfair competition is available only if a defendant has wrongfully acquired funds or property in which a plaintiff has an ownership or vested interest].) Valley does not and cannot assert Regency has wrongfully acquired funds or property belonging to Valley, and has no standing under section 17204.

2. Valley's appeal of the award of attorney fees.

Regency sought recovery of more than \$450,000 in attorney fees, relying on paragraph 27 of the July 2002 settlement, which states:

"In the event of any action to enforce this Agreement or interpret its terms, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs incurred in connection with said proceeding."

Valley opposed the motion, arguing no party prevailed because it had voluntarily dismissed its cross-complaint; Regency had unclean hands, because its litigation agreement with OMG showed it paid OMG to bring the principal lawsuit; the fees were excessive; Regency failed to apportion the fees between the contract cause of action and the other four causes of action; the breach of contract action alleged breaches of two contracts, one of which had no attorney fee provision; and fees were sought for the substantially duplicative work of two law firms.

The trial court's order granting Regency's motion found none of Valley's arguments persuasive. The court found the complaint sought to interpret and enforce the July 2002 settlement and, given the nature of the litigation, the amount of attorney hours and rates charged were reasonable. The court observed that:

- Valley's contention the July 2002 settlement's attorney fee clause did not cover the dispute was contradicted by the agreement, as well as by Valley's position throughout the litigation that it was entitled to attorney fees if it prevailed.
- No "voluntary dismissal" by Valley occurred.
- The court did not find "any so-called 'unclean hands' on the part of Regency. If anything, based upon the jury's verdict in the case after Regency was dismissed, the 'unclean hands' argument could well be applied against Valley."
- The amount of attorney fees requested was not excessive. The parties to the July 2002 settlement were sophisticated businesses who routinely hired attorneys "and are frequently engaged in lawsuits, including against each other." The attorney fee clause did not place any limitation on the nature of the action which would trigger

attorney fees; did not limit the number of attorneys or cap their hourly rates; and did not differentiate among causes of action for the recovery of attorney fees.

- The declarations of Regency's attorneys detailed the efforts to defend Regency and prepare the case for trial, including "conducting discovery, becoming familiar with complicated facts and legal arguments, filing and defending various motions, and preparing witnesses, exhibits and other trial documents."
- The trial preparation by Regency's attorneys on the multiple causes of action "was inextricably intertwined and not subject to apportionment as Valley now argues."

On appeal, Valley asserts the trial court erred for several reasons, none of which has merit.

First, Valley contends the trial court interpreted the attorney fee clause to include non-contract causes of action without conducting an evidentiary hearing. Valley asserts that under *Hsu v. Semiconductor Systems, Inc.* (2005) 126 Cal.App.4th 1330 (*Hsu*), the court was required to conduct "an actual evidentiary hearing about the intention of the parties" with respect to the interpretation of the attorney fee clause. Valley misinterprets *Hsu*, which involved costs, not attorney fees. *Hsu* merely refused to construe an agreement "as providing a standard of 'costs' broader than the statutory definition." (*Id.* at p. 1341.) *Hsu* held that while some courts have allowed litigants by contract to define costs in a manner different from the statutory definition, recovery of the costs must be specially pleaded and proven at trial, and not awarded posttrial. (*Id.* at pp. 1341-1342.) *Hsu* has nothing to do with attorney fees. Indeed, *Hsu* expressly endorsed the principle that attorney fees and the expenses of litigation are mutually exclusive; that is, "attorney fees do not include such costs and costs do not include attorney fees." (*Id.* at p. 1342, quoting *Ripley v. Pappadopoulos* (1994) 23 Cal.App.4th 1616, 1626.) *Hsu*'s holding on costs is thus inapplicable to attorney fees.

Next, Valley argues the court erred in failing to apportion fees between the two separate breach of contract claims and among the non-contract causes of action, contrary to *Reynolds Metals Co. v. Alperson* (1979) 25 Cal.3d 124, 129 (*Reynolds Metals*).

We disagree. The contract provides that, in "any action to enforce this Agreement or interpret its terms," the prevailing party is entitled to fees "incurred in connection with said proceeding." As the trial court concluded, the language does not differentiate among causes of action when it refers to the recovery of fees "in connection with said proceeding."

More importantly, even if the words of the attorney fee clause were not sufficiently broad to encompass other causes of action, the trial court's finding that the work of Regency's attorneys on the multiple causes of action "was inextricably intertwined and not subject to apportionment" was entirely reasonable. We recognize that ordinarily, when a cause of action based on a contract with an attorney fee clause is joined with other causes of action "beyond the contract," the prevailing party may recover attorney fees only as they relate to the contract action. (*Reynolds Metals, supra*, 25 Cal.3d at p. 129.) However, attorney fees need not be apportioned "when incurred for representation on an issue common to both a cause of action in which fees are proper and one in which they are not allowed." (*Id.* at pp. 129-130.) For example, in *Wagner v. Benson* (1980) 101 Cal.App.3d 27, 37, the holder of a note which provided for payment of attorney fees incurred to collect the balance due was entitled to attorney fees incurred in defending itself against "interrelated" allegations of fraud. A trial court may in a proper case find claims are "inextricably intertwined" and it is "impracticable, if not impossible, to separate the multitude of conjoined activities into compensable or noncompensable" time units. (*Abdallah v. United Savings Bank* (1996) 43 Cal.App.4th

---

In its opposition to Regency's motion to dismiss the declaratory relief claim, Valley interpreted the attorney fee clause in the same way Regency and the trial court construe the clause. Valley stated that, if OMG were to lose at the trial (it did not), then Valley would have enforced its rights to the Riverside signs, and if Valley were to establish that Regency was OMG's "silent 'partner,'" Valley would seek a determination that "it has a right to reasonable attorney's fees from Regency; pursuant to Paragraph 27 of the 2002 Agreement, which provides that a party thereto may 'recover its reasonable attorney's fees and costs incurred in connection' with 'any action to enforce [that] Agreement . . .'"

1101, 1111, internal quotations and citations omitted.) In this case, the fraud claims Valley alleged were, in principal part, premised upon the July 2002 settlement agreement. As Valley stated in its opening brief on its appeal of the demurrer rulings, “[t]he false representations that are the subject of the [first amended cross complaint] are the representations in the contract between Regency and Valley, specifically, that Regency was transferring signs to Stephens, and had the right to do so.” And as the trial court observed: “... I appreciate that you [Valley] divide this case into component parts. The case wasn’t tried that way. It certainly wasn’t prepared for trial that way.” In short, if ever there were a case in which it is impracticable to separate contract and fraud claims, this is that case.<sup>19</sup>

Valley further argues Regency is not entitled to fees for defending Valley’s breach of contract cause of action, to the extent Valley alleged breach of the 1998 MOA, because the 1998 MOA contained no attorney fee clause. However, we cannot see how Regency’s legal work on Valley’s claim of breach of the 1998 MOA involving the Oceanside signs may be segregated from its work on the rest of Valley’s claims. Indeed, in its brief on appeal of the demurrer issues, Valley argues Regency did not even address the Oceanside signs or the alleged breach of the 1998 MOA in its demurrer. In any event, the trial court apparently concluded, and we agree, the July 2002 settlement effectively subsumed the 1998 MOA. The July 2002 settlement stated it constituted the entire and exclusive agreement between the parties “pertaining to the Action hereof,” and superseded all prior written agreements “in connection with the subject matter hereof.”

---

Even Valley’s counsel stated, albeit while arguing that the thrust of Valley’s case was about fraud, not breach of contract: “It was the effort made to undermine our rights. ... They were really not contractual claims. The contract was the sort of soft quiet core of the whole case.”

In its reply brief, Valley states, without elaboration, that its claim for unfair competition has nothing to do with the contract and fraud claims. The record is clear, however, that work on the unfair competition claim was a de minimis part of this litigation.

The "subject matter hereof" was, according to the recitals, Valley's action against Regency, which included "a Declaratory Relief action to determine the Parties' respective ownership interests . . . in those billboards identified and described in Addendum 'A,'" an attachment which clearly identifies both Oceanside signs and Riverside signs. Valley's argument that fees are not recoverable for this segment of its breach of contract cause of action is therefore without merit.

Valley argues the trial court erroneously relied on Valley's own demand for attorney fees in awarding fees to Regency, improperly applying an estoppel theory to award Regency fees. We again disagree. The trial court merely observed that Valley's position throughout the litigation contradicted the position it takes now. There is no indication the trial court held Valley was estopped from disputing the scope of the contractual fee provision. Moreover, the cases Valley cites hold that a mere allegation in a complaint that plaintiff is entitled to attorney fees is not a sufficient basis for awarding them to the opposing party if the plaintiff does not prevail. The pertinent principle is that attorney fees may not be awarded to a prevailing defendant where the plaintiff would have been unable to obtain contractual fees if plaintiff had prevailed. (*Sessions Payroll Management, Inc. v. Noble Construction Co.* (2000) 84 Cal.App.4th 671, 681-682.) This was not such a case. The trial court's award was sound, as it was based on the contract and well-established legal principles, not on estoppel.

Finally, Valley contends the trial court abused its discretion by rubber-stamping Regency's fee request without regard to excessive and duplicative billing. Specifically, Valley contends the trial court failed to consider that the breach of contract claim was eliminated by the demurrer ruling on November 4, 2004, and only a relatively small portion of the fees — about \$90,000 — were incurred as of that date. The single remaining declaratory relief claim, however, was founded in material part — according to Valley's own assertion — upon its rights under the July 2002 settlement. In opposing Regency's motion for judgment on the pleadings, for example, Valley told the trial court it sought "a declaration with respect to agreements between Regency and Valley," and "the declaratory relief claim is *about* the July 2002 Settlement Agreement, among other

things." The court clearly had an ample basis for rejecting the suggestion that fees relating to Valley's declaratory relief claim were unrelated to the July 2002 agreement.

**DISPOSITION**

The amended judgment is affirmed. The respondents are to recover their costs on appeal.

**NOT TO BE PUBLISHED IN THE OFFICIAL REPORTS**

BOLAND, J.

We concur:

RUBIN, Acting P.J.

FLIER, J.

# **EXHIBIT 42**

1 IRELL & MANELLA LLP  
2 John C. Hueston (164921) ([jhueston@irell.com](mailto:jhueston@irell.com))  
3 Evan C. Borges (128706) ([eborges@irell.com](mailto:eborges@irell.com))  
4 Carlton Morse (254106) ([cmorse@irell.com](mailto:cmorse@irell.com))  
5 840 Newport Center Drive, Suite 400  
6 Newport Beach, California 92660-6324  
7 Telephone: (949) 760-0991  
8 Facsimile: (949) 760-5200

6 Attorneys for Real Parties In  
7 Interest/Defendants, CCRC Farms, LLC;  
CCRC Farms; Anthony A. Marnell II;  
Marnell Corrao Associates, Inc.; and  
Focus 2000, Inc.

SUPERIOR COURT OF THE STATE OF CALIFORNIA  
FOR THE COUNTY OF SAN DIEGO

11 SILVERADO MODJESKA RECREATION  
12 AND PARKS DISTRICT, RURAL  
13 CANYONS CONSERVATION FUND, and  
RAY CHANDOS,  
Petitioners/Plaintiffs,  
vs.  
COUNTY OF ORANGE, BOARD OF  
SUPERVISORS OF ORANGE COUNTY, and  
DOES 1 through 20, inclusive,  
Respondents/Defendants.

19 CCRC FARMS, LLC; CCRC FARMS;  
20 ANTHONY A. MARNELL II; MARNELL  
21 CORRAO ASSOCIATES, INC.; FOCUS  
2000, INC., and DOES 21 through 40,  
inclusive,  
Real Parties In Interest/Defendants.

Case No. 37-2008-00087783-CU-WM-CTL  
Assigned for all purposes to:  
Hon. Ronald S. Prager  
Dept. 71  
Petition filed: November 5, 2007  
(Transferred on July 7, 2008)  
Trial date: February 17, 2009  
Notice of Appeal filed: May 15, 2009  
**NOTICE OF ENTRY OF ORDER AND  
JUDGMENT AWARDING ATTORNEYS  
FEES AND COSTS**

**NOTICE OF ENTRY OF ORDER AND  
JUDGMENT AWARDING ATTORNEYS'  
FEES AND COSTS**

1 PLEASE TAKE NOTICE that on July 15, 2009, the Court entered an Order and Judgment  
2 Awarding Attorneys' Fees and Costs to Real Parties in Interest CCRC Farms, LLC; Anthony A.  
3 Marnell; Marnell Corrao Associates, Inc.; and Focus 2000, Inc. (the "Judgment"), a copy of which  
4 is attached hereto as Exhibit A. The Judgment provides for a judgment of \$5,156.25, with interest  
5 as provided by law, against Petitioners Silverado Modjeska Recreation and Parks District, Rural  
6 Canyons Conservation Fund, and Ray Chandos, and a separate judgment of \$352,636.25, with  
7 interest as provided by law, against Petitioner Silverado Modjeska Recreation and Parks District.

8  
9 Dated: July 22, 2009

Respectfully submitted,

10 IRELL & MANELLA LLP

11  
12 By: C. Morse

13 Carlton Morse  
14 Attorneys for Real Parties In  
15 Interest/Defendants  
CCRC Farms, LLC; CCRC Farms; Anthony  
A. Marnell II; Marnell Corrao Associates,  
Inc.; and Focus 2000, Inc.

# Exhibit A

ECOPY

1 IRELL & MANELLA LLP  
John C. Hueston (164921) (jhueston@irell.com)  
2 Evan C. Borges (128706) (eborges@irell.com)  
Carlton Morse (254106) (cmorse@irell.com)  
3 840 Newport Center Drive, Suite 400  
Newport Beach, California 92660-6324  
4 Telephone: (949) 760-0991  
Facsimile: (949) 760-5200  
5  
6 Attorneys for Real Parties In  
Interest/Defendants, CCRC Farms, LLC;  
CCRC Farms; Anthony A. Marnell II;  
7 Marnell Corrao Associates, Inc.; and  
Focus 2000, Inc.  
8  
9

F I L E D  
Clerk of the Superior Court

JUL 15 2009

By: K SANDOVAL, Deputy

10 SUPERIOR COURT OF THE STATE OF CALIFORNIA  
11 FOR THE COUNTY OF SAN DIEGO

BY FAX

12 SILVERADO MODJESKA RECREATION  
AND PARKS DISTRICT, RURAL  
CANYONS CONSERVATION FUND, and  
13 RAY CHANDOS,

) Case No. 37-2008-00087783-CU-WM-CTL

) Assigned for all purposes to:  
Hon. Ronald S. Prager  
Dept. 71

14 Petitioners/Plaintiffs,  
15 vs.  
16 COUNTY OF ORANGE, BOARD OF  
SUPERVISORS OF ORANGE COUNTY, and  
17 DOES 1 through 20, inclusive,  
18 Respondents/Defendants.

Petition filed: November 5, 2007  
(Transferred on July 7, 2008)  
Trial date: February 17, 2009

[PROPOSED] ORDER AND JUDGMENT  
AWARDING ATTORNEYS' FEES AND  
COSTS

20 CCRC FARMS, LLC; CCRC FARMS;  
ANTHONY A. MARNELL II; MARNELL  
21 CORRAO ASSOCIATES, INC.; FOCUS  
2000, INC., and DOES 21 through 40,  
22 inclusive,

23 Real Parties In Interest/Defendants.

1 On November 5, 2007, Petitioners Silverado Modjeska Recreation and Parks District (the  
2 "District"), Rural Canyons Conservation Fund, and Ray Chandos (collectively, "Petitioners") filed  
3 a Petition for Writ of Administrative Mandamus and Complaint for Injunctive Relief (the  
4 "Petition") against Respondents County of Orange and Orange County Board of Supervisors  
5 ("Respondents"), and Real Parties in Interest CCRC Farms, LLC, Anthony A. Marnell II, Marnell  
6 Corrao Associates, Inc., and Focus 2000, Inc. (collectively, "Real Parties"). This action was  
7 captioned *Silverado Modjeska Recreation and Parks District, et al. v. County of Orange, et al.*  
8 (SDSC Case No. 2008-00087783). On March 17, 2009, this Court entered Judgment denying the  
9 Petition and awarding Respondents and Real Parties their costs of suit.

10 On April 8, 2009, Real Parties filed a Memorandum of Costs, and Real Party in Interest  
11 CCRC Farms, LLC ("CCRC") filed a Motion for Attorneys' Fees seeking its attorneys' fees  
12 pursuant to California Code of Civil Procedure Sections 1032 and 1033.5(10) and a written  
13 contract between CCRC and the District. This Court granted CCRC's Motion for Attorneys' Fees  
14 in a Minute Order dated July 7, 2009. Therefore,

15 IT IS HEREBY ORDERED, ADJUDGED, AND DECREED that:

16 1. Real Parties are entitled to an award of costs, and judgment, in the amount of  
17 \$5,156.25, with interest as provided by law, against Petitioners Silverado Modjeska Recreation  
18 and Parks District, Rural Canyons Conservation Fund, and Ray Chandos.

19 2. Real Parties are entitled to an award of attorneys' fees, and judgment, in the amount  
20 of \$352,636.25, with interest as provided by law, against Petitioner Silverado Modjeska  
21 Recreation and Parks District.

22  
23 Dated: JUL 15 2009

24 RONALD S. PRAGER

25 Hon. Ronald S. Prager  
26 Judge of the Superior Court

27  
28

1  
2  
3 **PROOF OF SERVICE**

4 I am employed in the County of Orange, State of California. I am over the age of 18 and  
5 not a party to the within action. My business address is 840 Newport Center Drive, Suite 400,  
5 Newport Beach, California 92660-6324.

6 On July 10, 2009, I served the foregoing document described as [PROPOSED] ORDER  
7 AND JUDGMENT AWARDING ATTORNEYS' FEES AND COSTS on each interested  
party, as follows:

8 Nicholas Chrisos, County Counsel  
9 Roger P. Freeman, Deputy  
9 Mark Servino, Deputy County Counsel  
333 West Santa Ana Blvd., Suite 407  
10 Post Office Box 1379  
Santa Ana, CA 92702-1379  
11 Email: mark.servino@coco.ocgov.com  
Telephone: (714) 834-4760  
12 Facsimile: (714) 834-2359  
Attorneys for Respondents County of  
Orange, Board of Supervisors of Orange  
County, and Orange County Planning  
Commission

Frank P. Angel  
Angel Law  
2601 Ocean Park Blvd., Suite 205  
Santa Monica, CA 90405-5269  
Email: fangel@angellaw.com,  
Telephone: (310)314-6433  
Facsimile: (310)314-6434  
Attorneys for Plaintiffs/Petitioners Silverado  
Modjeska Recreation and Parks District,  
Rural

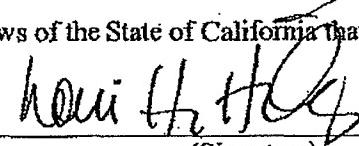
15  
16  (BY MAIL) I placed a true copy of the foregoing document in a sealed  
envelope addressed to each interested party, as set forth above. I placed each  
such envelope, with postage thereon fully prepaid, for collection and mailing at  
Irell & Manella LLP, Newport Beach, California. I am readily familiar with  
Irell & Manella LLP's practice for collection and processing of correspondence  
for mailing with the United States Postal Service. Under that practice, the  
correspondence would be deposited in the United States Postal Service on that  
same day in the ordinary course of business.

17  
18  
19  
20  (BY ELECTRONIC MAIL) I caused the foregoing document to be served  
electronically by electronically mailing a true and correct copy through Iller &  
Manella LLP's electronic mail system to the e-mail address(es), as set forth  
above, and the transmission was reported as complete and no error was reported.

21 Executed on July 10, 2009, at Newport Beach, California.

22  
23  
24 I declare under penalty of perjury under the laws of the State of California that the  
foregoing is true and correct.

25 Lori Hiles (lhiles@irell.COM)  
26 (Type or print name)

  
(Signature)

**PROOF OF SERVICE**

I am employed in the County of Orange, State of California. I am over the age of 18 and not a party to the within action. My business address is 840 Newport Center Drive, Suite 400, Newport Beach, California 92660-6324.

On July 22, 2009, I served the foregoing document described as **NOTICE OF ENTRY OF ORDER AND JUDGMENT AWARDING ATTORNEYS' FEES AND COSTS** on each interested party, as follows:

**Attorneys for Respondents County of  
Orange, Board of Supervisors of Orange  
County, and Orange County Planning  
Commission**

Nicholas S. Chrisos, County Counsel  
Roger P. Freeman, Deputy  
Mark Servino, Deputy County Counsel  
333 West Santa Ana Blvd., Suite 407  
Post Office Box 1379  
Santa Ana, CA 92702-1379  
Email: mark.servino@coco.ocgov.com  
Telephone: (714) 834-4760  
Facsimile: (714) 834-2359

Attorneys for Plaintiffs/Petitioners Silverado  
Modjeska Recreation and Parks District,  
Rural Canyons Conservation Fund and Ray  
Chandos

Frank P. Angel  
Angel Law  
2601 Ocean Park Blvd.  
Suite 205  
Santa Monica, CA 90405-5269  
Email: fangel@angellaw.com  
Telephone: (310)314-6433  
Facsimile: (310)314-6434

(BY MAIL) I placed a true copy of the foregoing document in a sealed envelope addressed to each interested party, as set forth above. I placed each such envelope, with postage thereon fully prepaid, for collection and mailing at Irell & Manella LLP, Newport Beach, California. I am readily familiar with Irell & Manella LLP's practice for collection and processing of correspondence for mailing with the United States Postal Service. Under that practice, the correspondence would be deposited in the United States Postal Service on that same day in the ordinary course of business.

(BY ELECTRONIC MAIL) I caused the foregoing document to be served electronically by electronically mailing a true and correct copy through Irell & Manella LLP's electronic mail system to the e-mail address(es), as set forth above, and the transmission was reported as complete and no error was reported.

Executed on July 22, 2009, at Newport Beach, California.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Lori Hiles (lhiles@irell.com)

(Type or print name)

of the State of California

(Signature)

# **EXHIBIT 43**



---

**THE RATE INFORMATION INCLUDED IN THIS FILING WAS  
DOWNLOADED FROM THE VALEO ATTORNEY HOURLY RATES AND  
FEES DATABASE.**

**CONTACT INFORMATION:**

**Chuck Chandler, Partner**  
**1220 L Street NW**  
**Suite 100**  
**Washington, DC 20005**  
**202.744.1980**  
**cchandler@valeopartners.com**  
**www.valeopartners.com**



<b>Attorney Name</b>	<b>Position</b>	<b>Firm</b>	<b>Bar Date</b>	<b>Actual Rate</b>	<b>Rate Year</b>
Dakin-Grimm, Linda	Partner	Milbank, Tweed, Hadley & McCloy LLP	1985	\$1,075.00	2011
Dakin-Grimm, Linda	Partner	Milbank, Tweed, Hadley & McCloy LLP	1985	\$1,075.00	2011
Dakin-Grimm, Linda	Partner	Milbank, Tweed, Hadley & McCloy LLP	1985	\$1,025.00	2010
Dakin-Grimm, Linda	Partner	Milbank, Tweed, Hadley & McCloy LLP	1985	\$1,025.00	2010
Dakin-Grimm, Linda	Partner	Milbank, Tweed, Hadley & McCloy LLP	1985	\$1,025.00	2010
Dakin-Grimm, Linda	Partner	Milbank, Tweed, Hadley & McCloy LLP	1985	\$1,025.00	2010
Adler, Douglas B	Partner	Skadden, Arps, Slate, Meagher & Flom LLP	1978	\$995.00	2010
Maister, Marc	Partner	Irell & Manella LLP	1991	\$960.00	2010
Kreller, Thomas R	Partner	Milbank, Tweed, Hadley & McCloy LLP	1992	\$950.00	2010
Quinn, John B.	Partner	Quinn Emanuel Urquhart & Sullivan, LLP	1976	\$950.00	2010
Adler, Douglas B	Partner	Skadden, Arps, Slate, Meagher & Flom LLP	1978	\$945.00	2010
Oshinsky, Jerold	Partner	Jenner & Block LLP	1967	\$925.00	2011
Pachulski, Richard M.	Partner	Pachulski Stang Ziehl & Jones LLP	1979	\$925.00	2010
Pachulski, Richard M.	Partner	Pachulski Stang Ziehl & Jones LLP	1979	\$925.00	2010
Feuer, Joel	Partner	Gibson Dunn & Crutcher LLP	1981	\$910.00	2010
Feuer, Joel	Partner	Gibson Dunn & Crutcher LLP	1981	\$910.00	2011
McNeil, Richard J.	Partner	Irell & Manella LLP	1984	\$900.00	2010
Perry, Daniel	Partner	Milbank, Tweed, Hadley & McCloy LLP	2000	\$900.00	2011
Perry, Daniel	Partner	Milbank, Tweed, Hadley & McCloy LLP	2000	\$900.00	2011
Perry, Daniel	Partner	Milbank, Tweed, Hadley & McCloy LLP	2000	\$900.00	2011
Bogdanoff, Lee R.	Partner	Klee, Turchin, Bagdanoff & Stern, LLP	1985	\$895.00	2010
Oster, Ronald M.	Partner	Paul Hastings LLP	1973	\$895.00	2010

<b>Attorney Name</b>	<b>Position</b>	<b>Firm</b>	<b>Bar Date</b>	<b>Actual Rate</b>	<b>Rate Year</b>
Stern, David M.	Partner	Klee, Turchin, Bagdanoff & Stern, LLP	1975	\$895.00	2010
Tuchin, Michael L.	Partner	Klee, Turchin, Bagdanoff & Stern, LLP	1990	\$895.00	2010
Olivar, Jr., Harry	Partner	Quinn Emanuel Urquhart & Sullivan, LLP	1989	\$890.00	2010
Flick, Wayne	Partner	Latham & Watkins LLP	1990	\$885.00	2010
Timmons, Brian	Partner	Quinn Emanuel Urquhart & Sullivan, LLP	1991	\$885.00	2011
Timmons, Brian	Partner	Quinn Emanuel Urquhart & Sullivan, LLP	1991	\$885.00	2011
Feuer, Joel	Partner	Gibson Dunn & Crutcher LLP	1981	\$875.00	2010
Feuer, Joel	Partner	Gibson Dunn & Crutcher LLP	1981	\$875.00	2010
Justice, Gary L.	Partner	Gibson Dunn & Crutcher LLP	1979	\$875.00	2010
Grignon, Margaret M.	Partner	Reed Smith LLP	1977	\$860.00	2011
Seigle, Laura A.	Partner	Irell & Manella LLP	1994	\$855.00	2010
Ziehl, Dean A.	Partner	Pachulski Stang Ziehl & Jones LLP	1978	\$855.00	2010
Ziehl, Dean A.	Partner	Pachulski Stang Ziehl & Jones LLP	1978	\$855.00	2010
Ziehl, Dean A.	Partner	Pachulski Stang Ziehl & Jones LLP	1978	\$855.00	2010
Bogdanoff, Lee R.	Partner	Klee, Turchin, Bagdanoff & Stern, LLP	1985	\$850.00	2010
Stern, David M.	Partner	Klee, Turchin, Bagdanoff & Stern, LLP	1975	\$850.00	2010
Feuer, Joel	Partner	Gibson Dunn & Crutcher LLP	1981	\$840.00	2010
Fishburn, Wainwright	Partner	Cooley LLP	1981	\$840.00	2011
Lewis, Marjorie	Partner	Gibson Dunn & Crutcher LLP	1979	\$840.00	2010
Devereaux, Peter	Partner	Latham & Watkins LLP	1985	\$835.00	2010
Ellis, Steven A.	Partner	Proskauer Rose LLP	1994	\$825.00	2011
Kornfeld, Alan J.	Partner	Pachulski Stang Ziehl & Jones LLP	1987	\$825.00	2011
Kornfeld, Alan J.	Partner	Pachulski Stang Ziehl & Jones LLP	1987	\$825.00	2011
Orgel, Robert B.	Partner	Pachulski Stang Ziehl & Jones LLP	1981	\$825.00	2010
Perry, Daniel	Partner	Milbank, Tweed, Hadley & McCloy LLP	2000	\$825.00	2010
Perry, Daniel	Partner	Milbank, Tweed, Hadley & McCloy LLP	2000	\$825.00	2010
Perry, Daniel	Partner	Milbank, Tweed, Hadley & McCloy LLP	2000	\$825.00	2010
Richards, Jeremy V.	Partner	Pachulski Stang Ziehl & Jones LLP	1982	\$825.00	2010
Richards, Jeremy V.	Partner	Pachulski Stang Ziehl & Jones LLP	1982	\$825.00	2010

Attorney Name	Position	Firm	Bar Date	Actual Rate	Rate Year
		LLP			
Richards, Jeremy V.	Partner	Pachulski Stang Ziehl & Jones LLP	1982	\$825.00	2010
Sun, Brian A.	Partner	Jones Day	1979	\$825.00	2010
Sun, Brian A.	Partner	Jones Day	1979	\$825.00	2011
Helm, Mark B.	Partner	Munger Tolles & Olson LLP	1984	\$800.00	2010
Coddon, Eve M.	Partner	Paul Hastings LLP	1986	\$795.00	2010
Kornfeld, Alan J.	Partner	Pachulski Stang Ziehl & Jones LLP	1987	\$795.00	2010
Kornfeld, Alan J.	Partner	Pachulski Stang Ziehl & Jones LLP	1987	\$795.00	2010
Kornfeld, Alan J.	Partner	Pachulski Stang Ziehl & Jones LLP	1987	\$795.00	2010
Kornfeld, Alan J.	Partner	Pachulski Stang Ziehl & Jones LLP	1987	\$795.00	2010
Kornfeld, Alan J.	Partner	Pachulski Stang Ziehl & Jones LLP	1987	\$795.00	2010
Kornfeld, Alan J.	Partner	Pachulski Stang Ziehl & Jones LLP	1987	\$795.00	2010
Kornfeld, Alan J.	Partner	Pachulski Stang Ziehl & Jones LLP	1987	\$795.00	2010
Kornfeld, Alan J.	Partner	Pachulski Stang Ziehl & Jones LLP	1987	\$795.00	2010
Orgel, Robert B.	Partner	Pachulski Stang Ziehl & Jones LLP	1981	\$795.00	2010
Bauz, N. Thane	Partner	Paul Hastings LLP	1991	\$790.00	2010
Shumener, Betty M.	Partner	DLA Piper	1988	\$790.00	2010
Heinke, Rex	Partner	Akin Gump Strauss Hauer & Feld LLP	1975	\$785.00	2011
Contopoulos, Stephen G	Partner	Sidley Austin LLP	1972	\$775.00	2011
Goldich, Stanley E.	Partner	Pachulski Stang Ziehl & Jones LLP	1980	\$775.00	2011
Kornfeld, Alan J.	Partner	Pachulski Stang Ziehl & Jones LLP	1987	\$775.00	2010
Richmond, Rick	Partner	Jenner & Block LLP	1987	\$775.00	2011
Foley, Michael J.	Partner	SNR Denton LLP	1975	\$755.00	2010
Barbarosh, Craig A.	Partner	Pillsbury Winthrop Shaw Pittman LLP	1992	\$750.44	2010
Kwuon, Janet H.	Partner	Reed Smith LLP	1989	\$750.00	2011
Mahoney, James E.	Partner	Pachulski Stang Ziehl & Jones LLP	1967	\$750.00	2010
Nasatir, Iain A.W.	Partner	Pachulski Stang Ziehl & Jones LLP	1991	\$750.00	2011
Nicholas, Blair	Partner	Bernstein Litowitz	1995	\$750.00	2010
Quicksilver, William	Partner	Manatt Phelps & Phillips LLP	1978	\$750.00	2010

Attorney Name	Position	Firm	Bar Date	Actual Rate	Rate Year
Richmond, Rick	Partner	Jenner & Block LLP	1987	\$750.00	2011
Taggart, Erica	Partner	Quinn Emanuel Urquhart & Sullivan, LLP	2001	\$750.00	2010
Pfister, Robert J.	Associate	Simpson Thacher & Bartlett LLP	2001	\$740.00	2010
Taggart, Erica	Partner	Quinn Emanuel Urquhart & Sullivan, LLP	2001	\$730.00	2010
Contopoulos, Stephen G	Partner	Sidley Austin LLP	1972	\$725.00	2010
Contopoulos, Stephen G	Partner	Sidley Austin LLP	1972	\$725.00	2010
Kornfeld, Alan J.	Partner	Pachulski Stang Ziehl & Jones LLP	1987	\$725.00	2010
Nasatir, Iain A.W.	Partner	Pachulski Stang Ziehl & Jones LLP	1991	\$725.00	2010
Nasatir, Iain A.W.	Partner	Pachulski Stang Ziehl & Jones LLP	1991	\$725.00	2010
Nasatir, Iain A.W.	Partner	Pachulski Stang Ziehl & Jones LLP	1991	\$725.00	2010
Richmond, Rick	Partner	Jenner & Block LLP	1987	\$725.00	2010
Stickney, David R.	Partner	Bernstein Litowitz	1996	\$725.00	2010
Richler, Paul A.	Partner	Morgan, Lewis & Bockius LLP	1974	\$716.00	2010
Barash, Martin R.	Partner	Klee, Turchin, Bagdanoff & Stern, LLP	1992	\$715.00	2010
Bark, Brian Z.	Associate	Irell & Manella LLP	2001	\$715.00	2010
Emhoff, Douglas C.	Partner	Venable LLP	1990	\$715.00	2010
Emhoff, Douglas C.	Partner	Venable LLP	1990	\$715.00	2010
Vinzon, Delilah	Associate	Milbank, Tweed, Hadley & McCloy LLP	2002	\$715.00	2011
Vinzon, Delilah	Associate	Milbank, Tweed, Hadley & McCloy LLP	2002	\$715.00	2011
Zeavin, Robert A.	Partner	Manatt Phelps & Phillips LLP		\$715.00	2010
Durrant, John S.	Associate	Paul Hastings LLP	2001	\$705.00	2011
Cox, Charles W.	Partner	Latham & Watkins LLP	1992	\$700.00	2010
Ellis, Steven A.	Partner	Sidley Austin LLP	1994	\$700.00	2010
Frey, Richard J.	Partner	Venable LLP	1994	\$700.00	2010
Olson, Steve	Partner	O'Melveny & Myers LLP	1996	\$700.00	2010
Williams, James C	Partner	Proskauer Rose LLP	1980	\$700.00	2010
Hunter, James K.T.	Partner	Pachulski Stang Ziehl & Jones LLP	1976	\$695.00	2010
Kahn, Steven J.	Partner	Pachulski Stang Ziehl & Jones LLP	1977	\$695.00	2010
Mahoney, James E.	Partner	Pachulski Stang Ziehl & Jones LLP	1967	\$695.00	2010
Nasatir, Iain A.W.	Partner	Pachulski Stang Ziehl & Jones LLP	1991	\$695.00	2010

<b>Attorney Name</b>	<b>Position</b>	<b>Firm</b>	<b>Bar Date</b>	<b>Actual Rate</b>	<b>Rate Year</b>
Parker, Daryl G.	Partner	Pachulski Stang Ziehl & Jones LLP	1970	\$695.00	2010
Parker, Daryl G.	Partner	Pachulski Stang Ziehl & Jones LLP	1970	\$695.00	2010
Schlesinger, Alisa	Associate	Milbank, Tweed, Hadley & McCloy LLP	2003	\$695.00	2011
Schlesinger, Alisa	Associate	Milbank, Tweed, Hadley & McCloy LLP	2003	\$695.00	2011
Calkins, Mary Craig	Partner	Jenner & Block LLP	1981	\$690.00	2011
Calkins, Mary Craig	Partner	Jenner & Block LLP	1981	\$690.00	2011
Olson, Steve	Partner	O'Melveny & Myers LLP	1996	\$684.00	2011
Greger, Michael S.	Partner	Allen Matkins Leck Gamble & Mallory LLP	1991	\$680.00	2011
Preonas, George E.	Partner	Seyfarth Shaw LLP	1974	\$680.00	2010
Goldich, Stanley E.	Partner	Pachulski Stang Ziehl & Jones LLP	1980	\$675.00	2010
Kirwan, R. Dewitt	Partner	Akin Gump Strauss Hauer & Feld LLP	1970	\$675.00	2010
Kornfeld, Linda D	Partner	Jenner & Block LLP	1991	\$675.00	2011
Nadolenco, John	Partner	Mayer Brown LLP	1995	\$675.00	2010
Nadolenco, John	Partner	Mayer Brown LLP	1995	\$675.00	2011
Nadolenco, John	Partner	Mayer Brown LLP	1995	\$675.00	2011
Nasatir, Iain A.W.	Partner	Pachulski Stang Ziehl & Jones LLP	1991	\$675.00	2010
Tache, Rick	Partner	Snell & Wilmer LLP	1989	\$675.00	2011
Weaver, Gabriel M	Associate	Milbank, Tweed, Hadley & McCloy LLP	2006	\$675.00	2011
Weaver, Gabriel M	Associate	Milbank, Tweed, Hadley & McCloy LLP	2006	\$675.00	2011
Weaver, Gabriel M	Associate	Milbank, Tweed, Hadley & McCloy LLP	2006	\$675.00	2011
Weaver, Gabriel M	Associate	Milbank, Tweed, Hadley & McCloy LLP	2006	\$675.00	2011
Kadue, David D.	Partner	Seyfarth Shaw LLP	1978	\$670.00	2010
Trippitelli, Gerard A.	Partner	DLA Piper	2000	\$666.00	2011
Gold, Michael A.	Partner	Jeffer Mangels Butler Marmaro LLP	1979	\$665.00	2011
Rafatjoo, Hamid R.	Partner	Venable LLP	1995	\$665.00	2011
Gale, Paul L.	Partner	Troutman Sanders LLP	1975	\$660.00	2011
McClure, Brett	Partner	Reed Smith LLP	2000	\$660.00	2010
Murray, Katherine F.	Associate	Paul Hastings LLP	2000	\$660.00	2010
Taggart, Erica	Partner	Quinn Emanuel Urquhart & Sullivan, LLP	2001	\$660.00	2010
Aguilera, Jacqueline C.	Associate	Bingham McCutchen LLP	1993	\$650.00	2011
Cantor, Linda F.	Partner	Pachulski Stang Ziehl & Jones	1991	\$650.00	2010

Attorney Name	Position	Firm	Bar Date	Actual Rate	Rate Year
		LLP			
Fischer, Max C.	Partner	Sidley Austin LLP	1995	\$650.00	2011
Galler, Kirsten	Associate	Gibson Dunn & Crutcher LLP	2003	\$650.00	2010
Galler, Kirsten	Associate	Gibson Dunn & Crutcher LLP	2003	\$650.00	2011
Glowacki, Kenneth	Associate	Gibson Dunn & Crutcher LLP	2001	\$650.00	2010
Imoisili, Aluyah	Associate	Milbank, Tweed, Hadley & McCloy LLP	2006	\$650.00	2011
Imoisili, Aluyah	Associate	Milbank, Tweed, Hadley & McCloy LLP	2006	\$650.00	2011
Osias, David L.	Partner	Allen Matkins Leck Gamble & Mallory LLP	1979	\$650.00	2010
Osias, David L.	Partner	Allen Matkins Leck Gamble & Mallory LLP	1979	\$650.00	2010
Rafatjoo, Hamid R.	Partner	Pachulski Stang Ziehl & Jones LLP	1995	\$650.00	2010
Rafatjoo, Hamid R.	Partner	Pachulski Stang Ziehl & Jones LLP	1995	\$650.00	2010
Rafatjoo, Hamid R.	Partner	Venable LLP	1995	\$650.00	2011
Rafatjoo, Hamid R.	Partner	Venable LLP	1995	\$650.00	2010
Rafatjoo, Hamid R.	Partner	Venable LLP	1995	\$650.00	2010
Rafatjoo, Hamid R.	Partner	Venable LLP	1995	\$650.00	2011
Schulman, Janie F.	Partner	Morrison & Foerster LLP	1987	\$650.00	2010
Serrano, Ella R	Associate	Dewey & LeBoeuf LLP	2003	\$650.00	2011
Harriman, J. D.	Partner	DLA Piper	1984	\$648.00	2011
Harriman, J. D.	Partner	DLA Piper	1984	\$648.00	2011
Harriman, J. D.	Partner	DLA Piper	1984	\$648.00	2011
Harriman, J. D.	Partner	DLA Piper	1984	\$648.00	2011
Horton, Michel Y.	Partner	Morgan, Lewis & Bockius LLP	1982	\$640.00	2010
Horton, Michel Y.	Partner	Morgan, Lewis & Bockius LLP	1982	\$640.00	2011
Richler, Paul A.	Partner	Morgan, Lewis & Bockius LLP	1974	\$640.00	2010
Richler, Paul A.	Partner	Morgan, Lewis & Bockius LLP	1974	\$640.00	2011
Richler, Paul A.	Partner	Morgan, Lewis & Bockius LLP	1974	\$640.00	2011
Richler, Paul A.	Partner	Morgan, Lewis & Bockius LLP	1974	\$640.00	2011
Richler, Paul A.	Partner	Morgan, Lewis & Bockius LLP	1974	\$640.00	2011
Richler, Paul A.	Partner	Morgan, Lewis & Bockius LLP	1974	\$640.00	2011
Richler, Paul A.	Partner	Morgan, Lewis & Bockius LLP	1974	\$640.00	2011

Attorney Name	Position	Firm	Bar Date	Actual Rate	Rate Year
Patterson, Julie E.	Partner	Bryan Cave LLP	1993	\$638.00	2011
Myers, Devon	Associate	White & Case LLP	2005	\$635.00	2011
Rhea, Dawn M	Associate	Dewey & LeBoeuf LLP	2007	\$635.00	2011
Rhea, Dawn M	Associate	Dewey & LeBoeuf LLP	2007	\$635.00	2011
Gibbs, Thomas E.	Partner	Allen Matkins Leck Gamble & Mallory LLP	1980	\$630.00	2011
Gibbs, Thomas E.	Partner	Allen Matkins Leck Gamble & Mallory LLP	1980	\$630.00	2011
Gibbs, Thomas E.	Partner	Allen Matkins Leck Gamble & Mallory LLP	1980	\$630.00	2011
Gibbs, Thomas E.	Partner	Allen Matkins Leck Gamble & Mallory LLP	1980	\$630.00	2011
Gibbs, Thomas E.	Partner	Allen Matkins Leck Gamble & Mallory LLP	1980	\$630.00	2011
Lawrence, Michael S	Associate	Skadden, Arps, Slate, Meagher & Flom LLP	2006	\$630.00	2010
Olson, Steve	Partner	O'Melveny & Myers LLP	1996	\$630.00	2010
Olson, Steve	Partner	O'Melveny & Myers LLP	1996	\$630.00	2010
Olson, Steve	Partner	O'Melveny & Myers LLP	1996	\$630.00	2011
Allison, Susan	Partner	Jeffer Mangels Butler Marmaro LLP	1979	\$625.00	2011
Dulberg, Jeffrey W.	Partner	Pachulski Stang Ziehl & Jones LLP	1995	\$625.00	2011
Hochman, Harry	Partner	Pachulski Stang Ziehl & Jones LLP	1987	\$625.00	2010
Nadolenco, John	Partner	Mayer Brown LLP	1995	\$625.00	2010
Nadolenco, John	Partner	Mayer Brown LLP	1995	\$625.00	2010
Rhea, Dawn M	Associate	Dewey & LeBoeuf LLP	2007	\$625.00	2010
Rhea, Dawn M	Associate	Dewey & LeBoeuf LLP	2007	\$625.00	2010
Rhea, Dawn M	Associate	Dewey & LeBoeuf LLP	2007	\$625.00	2011
Torres, Paul M	Associate	Milbank, Tweed, Hadley & McCloy LLP	2005	\$625.00	2010
Vora, Samir	Associate	Milbank, Tweed, Hadley & McCloy LLP	2007	\$625.00	2011
Vora, Samir	Associate	Milbank, Tweed, Hadley & McCloy LLP	2007	\$625.00	2011
Weaver, Gabriel M	Associate	Milbank, Tweed, Hadley & McCloy LLP	2006	\$625.00	2010
Morgan, Nicolas	Partner	DLA Piper	1993	\$621.00	2010
Totino, Edward D.	Partner	DLA Piper	1993	\$621.00	2010
Gibbs, Thomas E.	Partner	Allen Matkins Leck Gamble & Mallory LLP	1980	\$620.00	2011
Greger, Michael S.	Partner	Allen Matkins Leck Gamble & Mallory LLP	1991	\$620.00	2011
Greger, Michael S.	Partner	Allen Matkins Leck Gamble	1991	\$620.00	2011

Attorney Name	Position	Firm	Bar Date	Actual Rate	Rate Year
		& Mallory LLP			
Greger, Michael S.	Partner	Allen Matkins Leck Gamble & Mallory LLP	1991	\$620.00	2011
Helyar, L. Rachel	Partner	Akin Gump Strauss Hauer & Feld LLP	1994	\$620.00	2011
Helyar, L. Rachel	Partner	Akin Gump Strauss Hauer & Feld LLP	1994	\$620.00	2011
Hernandez, Ileana M.	Partner	Manatt Phelps & Phillips LLP	1998	\$620.00	2011
Lerman, L. Rachael	Partner	Akin Gump Strauss Hauer & Feld LLP	1995	\$620.00	2011
Lerman, L. Rachael	Partner	Akin Gump Strauss Hauer & Feld LLP	1995	\$620.00	2011
Patterson, Julie E.	Partner	Bryan Cave LLP	1993	\$616.00	2010
Galler, Kirsten	Associate	Gibson Dunn & Crutcher LLP	2003	\$615.00	2010
Schumacher, Neil J.	Associate	Paul Hastings LLP	2005	\$615.00	2011
Odson, Robert J.	Partner	DLA Piper	1992	\$611.60	2010
Khalatian, Edgar	Associate	Paul Hastings LLP	2003	\$610.00	2010
Rosenfeld, Edward M.	Partner	Bryan Cave LLP	1964	\$610.00	2011
Rosenfeld, Edward M.	Partner	Bryan Cave LLP	1964	\$610.00	2010
Ransom, Rollin A	Partner	Sidley Austin LLP	1994	\$607.50	2010
DeLange, Timothy	Partner	Bernstein Litowitz	1997	\$600.00	2010
Imoisili, Aluyah	Associate	Milbank, Tweed, Hadley & McCloy LLP	2006	\$600.00	2010
Imoisili, Aluyah	Associate	Milbank, Tweed, Hadley & McCloy LLP	2006	\$600.00	2010
Imoisili, Aluyah	Associate	Milbank, Tweed, Hadley & McCloy LLP	2006	\$600.00	2010
Miremadi, Jennifer	Associate	Milbank, Tweed, Hadley & McCloy LLP	2006	\$600.00	2010
Dulberg, Jeffrey W.	Partner	Pachulski Stang Ziehl & Jones LLP	1995	\$595.00	2010
Kranz, Frederick H.	Partner	Cox Castle & Nicholson LLP	1972	\$595.00	2011
Lawrence, Michael S	Associate	Skadden, Arps, Slate, Meagher & Flom LLP	2006	\$595.00	2010
Pennington, James	Associate	Cooley LLP	2004	\$595.00	2011
Oh, Henry H.	Partner	DLA Piper	1996	\$594.00	2010
Arya, John D	Partner	Alston & Bird LLP	1991	\$590.00	2010
Arya, John D	Partner	Alston & Bird LLP	1991	\$590.00	2010
Cryan, Michael S.	Partner	Arent Fox LLP	1996	\$590.00	2011
Meer, Jon D.	Partner	Seyfarth Shaw LLP	1989	\$590.00	2011
Meer, Jon D.	Partner	Seyfarth Shaw LLP	1989	\$590.00	2011
Meer, Jon D.	Partner	Seyfarth Shaw LLP	1989	\$590.00	2011
Frey, Richard J.	Partner	Venable LLP	1994	\$585.00	2011
Scheithauer, Chris C.	Partner	McDermott Will & Emery	1996	\$585.00	2010

Attorney Name	Position	Firm	Bar Date	Actual Rate	Rate Year
		LLP			
Hernandez, Ileana M.	Partner	Manatt Phelps & Phillips LLP	1998	\$580.00	2010
Brandt, Gina F.	Partner	Pachulski Stang Ziehl & Jones LLP	1976	\$575.00	2010
Cox, David Sean	Associate	Morgan, Lewis & Bockius LLP	1995	\$575.00	2010
Gans, Robert	Partner	Bernstein Litowitz	1991	\$575.00	2010
Kranz, Frederick H.	Partner	Cox Castle & Nicholson LLP	1972	\$575.00	2010
Ledford, Christopher M	Associate	Skadden, Arps, Slate, Meagher & Flom LLP	2008	\$575.00	2010
O'Hara, Lorraine H.	Partner	Seyfarth Shaw LLP	1988	\$575.00	2011
O'Hara, Lorraine H.	Partner	Seyfarth Shaw LLP	1988	\$575.00	2011
O'Hara, Lorraine H.	Partner	Seyfarth Shaw LLP	1988	\$575.00	2011
O'Hara, Lorraine H.	Partner	Seyfarth Shaw LLP	1988	\$575.00	2011
Pagay, Malhar S.	Partner	Pachulski Stang Ziehl & Jones LLP	1997	\$575.00	2010
Richler, Paul A.	Partner	Morgan, Lewis & Bockius LLP	1974	\$575.00	2010
Richler, Paul A.	Partner	Morgan, Lewis & Bockius LLP	1974	\$575.00	2010
Richler, Paul A.	Partner	Morgan, Lewis & Bockius LLP	1974	\$575.00	2011
Richler, Paul A.	Partner	Morgan, Lewis & Bockius LLP	1974	\$575.00	2011
Richler, Paul A.	Partner	Morgan, Lewis & Bockius LLP	1974	\$575.00	2011
Richler, Paul A.	Partner	Morgan, Lewis & Bockius LLP	1974	\$575.00	2011
Richler, Paul A.	Partner	Morgan, Lewis & Bockius LLP	1974	\$575.00	2011
Richler, Paul A.	Partner	Morgan, Lewis & Bockius LLP	1974	\$575.00	2011
Richler, Paul A.	Partner	Morgan, Lewis & Bockius LLP	1974	\$575.00	2011
Schumacher, Neil J.	Associate	Paul Hastings LLP	2005	\$575.00	2011
Shelby, Laura Wilson	Partner	Seyfarth Shaw LLP	1990	\$575.00	2011
Shelby, Laura Wilson	Partner	Seyfarth Shaw LLP	1990	\$575.00	2011
Vora, Samir	Associate	Milbank, Tweed, Hadley & McCloy LLP	2007	\$575.00	2010
Bhandari, Sanjay	Partner	Baker & McKenzie LLP	1995	\$571.94	2010
Mausner, Joshua O.	Associate	Latham & Watkins LLP	2008	\$570.00	2011
Mausner, Joshua O.	Associate	Latham & Watkins LLP	2008	\$570.00	2011
Meer, Jon D.	Partner	Seyfarth Shaw LLP	1989	\$570.00	2010
Zaro, David R.	Partner	Allen Matkins Leck Gamble & Mallory LLP	1986	\$567.00	2010
Cryan, Michael S.	Partner	Arent Fox LLP	1996	\$565.00	2010
Harlan, R.C.	Associate	Sidley Austin LLP	2004	\$565.00	2011

Attorney Name	Position	Firm	Bar Date	Actual Rate	Rate Year
Mitrakos, Iris S.	Partner	Kilpatrick Townsend & Stockton LLP	1991	\$565.00	2010
Arjomand, Mehran	Partner	Morrison & Foerster LLP	1995	\$562.50	2010
Greger, Michael S.	Partner	Allen Matkins Leck Gamble & Mallory LLP	1991	\$560.00	2010
Hartney, Mark R.	Partner	Allen Matkins Leck Gamble & Mallory LLP	1988	\$560.00	2010
O'Hara, Lorraine H.	Partner	Seyfarth Shaw LLP	1988	\$560.00	2010
Patterson, Jeffrey R.	Partner	Allen Matkins Leck Gamble & Mallory LLP	1986	\$560.00	2010
Sedor, Dan	Partner	Jeffer Mangels Butler Marmaro LLP	1988	\$560.00	2011
Zaro, David R.	Partner	Allen Matkins Leck Gamble & Mallory LLP	1986	\$560.00	2010
Cryan, Michael S.	Partner	Arent Fox LLP	1996	\$555.00	2010
Nelson, Jennifer L.	Associate	Reed Smith LLP	2003	\$555.00	2010
Nelson, Jennifer L.	Associate	Reed Smith LLP	2003	\$555.00	2011
Begakis, Nicholas J	Associate	Paul Hastings LLP	2007	\$550.00	2011
Brown, Gillian N.	Partner	Pachulski Stang Ziehl & Jones LLP	1999	\$550.00	2011
Imoisili, Aluyah	Associate	Milbank, Tweed, Hadley & McCloy LLP	2006	\$550.00	2010
Lane, Mary D.	Partner	Pachulski Stang Ziehl & Jones LLP	1976	\$550.00	2010
Meeks, Michael	Partner	Buchalter Nemer	1994	\$550.00	2011
Miller, Donald A.	Associate	Loeb & Loeb LLP	2003	\$550.00	2011
Roddy, Valerie	Associate	Quinn Emanuel Urquhart & Sullivan, LLP	2004	\$550.00	2010
Shelby, Laura Wilson	Partner	Seyfarth Shaw LLP	1990	\$550.00	2010
Siegel, Charles	Partner	Munger Tolles & Olson LLP	1976	\$550.00	2010
Yu, Mindy M	Associate	Dewey & LeBoeuf LLP	2008	\$550.00	2011
Briones, Joshua	Associate	DLA Piper	1999	\$549.00	2010
Bernald, James	Associate	Perkins Coie LLP	1999	\$545.00	2011
Campbell, Robert G.	Partner	Cox Castle & Nicholson LLP	1982	\$545.00	2010
Chambers, Dan E.	Partner	Troutman Sanders LLP	1991	\$545.00	2011
Cryan, Michael S.	Partner	Arent Fox LLP	1996	\$545.00	2011
Regan, Colleen M.	Partner	Seyfarth Shaw LLP	1985	\$545.00	2011
Wisnia, Howard N.	Partner	Baker & McKenzie LLP	1996	\$543.81	2010
Ledford, Christopher M	Associate	Skadden, Arps, Slate, Meagher & Flom LLP	2008	\$540.00	2010
Anderson, Leanna M.	Associate	SNR Denton LLP	2003	\$535.00	2010
Storms, Jr., Rick	Partner	DLA Piper	1977	\$531.00	2010
Moses, Cathy	Associate	Irell & Manella LLP	2007	\$530.00	2010
Ray, Neil	Associate	Sheppard Mullin Richter &	2004	\$530.00	2011

Attorney Name	Position	Firm	Bar Date	Actual Rate	Rate Year
		Hampton LLP			
Fatheree, III, George C	Associate	Skadden, Arps, Slate, Meagher & Flom LLP	2008	\$525.00	2010
Forgione, Gregory P.	Associate	Jones Day	2002	\$525.00	2010
Lyon, Richard E.	Partner	Holland & Knight LLP	1970	\$525.00	2010
Rosenzweig, David	Partner	Munger Tolles & Olson LLP	1995	\$525.00	2010
Muldowney, Steven M.	Partner	Cox Castle & Nicholson LLP	1995	\$520.00	2010
Todd, Hugh S.	Partner	Gibson Dunn & Crutcher LLP	1991	\$520.00	2010
Tuey, Kristen M.	Associate	Latham & Watkins LLP	2007	\$520.00	2011
Tuey, Kristen M.	Associate	Latham & Watkins LLP	2007	\$520.00	2011
Tuey, Kristen M.	Associate	Latham & Watkins LLP	2007	\$520.00	2011
Ratner, Jennifer A.	Partner	Sidley Austin LLP	1999	\$517.50	2010
Ratner, Jennifer A.	Partner	Sidley Austin LLP	1999	\$517.50	2010
Brown, Gillian N.	Partner	Pachulski Stang Ziehl & Jones LLP	1999	\$515.00	2010
Brown, Gillian N.	Partner	Pachulski Stang Ziehl & Jones LLP	1999	\$515.00	2010
Brown, Gillian N.	Partner	Pachulski Stang Ziehl & Jones LLP	1999	\$515.00	2010
Brown, Gillian N.	Partner	Pachulski Stang Ziehl & Jones LLP	1999	\$515.00	2010
Brown, Gillian N.	Partner	Pachulski Stang Ziehl & Jones LLP	1999	\$515.00	2010
Cohen, Noel S.	Associate	Manatt Phelps & Phillips LLP	2002	\$515.00	2010
Levin, S. Drew	Associate	Latham & Watkins LLP	2009	\$515.00	2011
Levin, S. Drew	Associate	Latham & Watkins LLP	2009	\$515.00	2011
Zaveri, Deval R.	Associate	Bernstein Litowitz	1997	\$515.00	2010
Daybell, Donald	Associate	Orrick Herrington & Sutcliffe LLP	2000	\$511.46	2010
Delgado, Antonio R.	Associate	Akin Gump Strauss Hauer & Feld LLP	2009	\$510.00	2011
Heller, Lior Z.	Associate	Sidley Austin LLP	2005	\$510.00	2010
Sein, Christina L.	Associate	Morgan, Lewis & Bockius LLP		\$510.00	2011
Sein, Christina L.	Associate	Morgan, Lewis & Bockius LLP		\$510.00	2011
Sein, Christina L.	Associate	Morgan, Lewis & Bockius LLP		\$510.00	2011
Sein, Christina L.	Associate	Morgan, Lewis & Bockius LLP		\$510.00	2011
Sein, Christina L.	Associate	Morgan, Lewis & Bockius LLP		\$510.00	2011
Sein, Christina L.	Associate	Morgan, Lewis & Bockius LLP		\$510.00	2011

Attorney Name	Position	Firm	Bar Date	Actual Rate	Rate Year
		LLP			
Sein, Christina L.	Associate	Morgan, Lewis & Bockius LLP		\$510.00	2011
Sein, Christina L.	Associate	Morgan, Lewis & Bockius LLP		\$510.00	2011
Pao, William K.	Associate	Jenner & Block LLP	2007	\$505.00	2011
Vittitoe, Danika B.	Associate	Arnold & Porter LLP	2005	\$505.00	2010
Vittitoe, Danika B.	Associate	Arnold & Porter LLP	2005	\$505.00	2010
Hix, Timothy	Partner	Seyfarth Shaw LLP	1996	\$500.00	2011
Hix, Timothy	Partner	Seyfarth Shaw LLP	1996	\$500.00	2011
Hix, Timothy	Partner	Seyfarth Shaw LLP	1996	\$500.00	2011
Meeks, Michael	Partner	Buchalter Nemer	1994	\$500.00	2010
Broccolo, Frank J.	Partner	Sidley Austin LLP	2000	\$495.00	2010
Brown, Gillian N.	Partner	Pachulski Stang Ziehl & Jones LLP	1999	\$495.00	2010
Heyn, Matthew C.	Partner	Klee, Turchin, Bagdanoff & Stern, LLP	2003	\$495.00	2010
Scheck, Matthew R.	Associate	Quinn Emanuel Urquhart & Sullivan, LLP	2008	\$495.00	2011
Skoumbis, Georgia	Associate	Skadden, Arps, Slate, Meagher & Flom LLP	2008	\$495.00	2010
Stein, Christina L.	Associate	Morgan, Lewis & Bockius LLP	2004	\$495.00	2010
Takagi, Tricia A.	Associate	Morgan, Lewis & Bockius LLP	2003	\$495.00	2010
Wagner, Elissa A.	Associate	Pachulski Stang Ziehl & Jones LLP	2001	\$495.00	2010
Wickham, Dennis J.	Partner	Seltzer Caplan McMahon Vitek, Law Corporation	1979	\$495.00	2010
Chammas, Daniel B.	Partner	Venable LLP	1999	\$490.00	2010
Henry, Melanie N.	Associate	Crowell & Moring LLP	2004	\$490.00	2011
Begakis, Nicholas J	Associate	Paul Hastings LLP	2007	\$485.00	2010
Cho, Peter	Associate	Paul Hastings LLP	2007	\$485.00	2010
Full, Melanie A.	Associate	Paul Hastings LLP	2007	\$485.00	2010
Scollan, Francis N.	Partner	Allen Matkins Leck Gamble & Mallory LLP	1996	\$485.00	2010
Begakis, Nicholas J	Associate	Paul Hastings LLP	2007	\$475.00	2010
Brown, Gillian N.	Partner	Pachulski Stang Ziehl & Jones LLP	1999	\$475.00	2010
Cawdrey, Jeffrey D.	Partner	Gordon & Rees LLP	1985	\$475.00	2012
Cox, David Sean	Associate	Morgan, Lewis & Bockius LLP	1995	\$475.00	2010
Day, Taylor C.	Associate	Morgan, Lewis & Bockius LLP	2009	\$475.00	2010
Fromherz, Christopher	Associate	Irell & Manella LLP	2008	\$475.00	2010

Attorney Name	Position	Firm	Bar Date	Actual Rate	Rate Year
Fromherz, Christopher	Associate	Irell & Manella LLP	2008	\$475.00	2010
Full, Melanie A.	Associate	Paul Hastings LLP	2007	\$475.00	2010
Hennesay, A.Kenneth	Partner	Allen Matkins Leck Gamble & Mallory LLP	1997	\$475.00	2010
Hix, Timothy	Partner	Seyfarth Shaw LLP	1996	\$475.00	2010
Horton, Michel Y.	Partner		1982	\$475.00	2010
Michel, Hayes F.	Partner	Baker & Hostetler LLP	1989	\$475.00	2011
Richler, Paul A.	Partner	Morgan, Lewis & Bockius LLP	1974	\$475.00	2010
Richler, Paul A.	Partner	Morgan, Lewis & Bockius LLP	1974	\$475.00	2010
Weldon, Elizabeth M.	Partner	Snell & Wilmer LLP	2001	\$475.00	2011
Adams, Franklin C.	Partner	Best Best & Krieger LLP	1979	\$470.00	2010
Connolly, Erin L	Partner	Alston & Bird LLP	2001	\$470.00	2010
Galuppo, Lynn T.	Associate	Cox Castle & Nicholson LLP	1999	\$470.00	2011
Huang, Kathy J.	Associate	Reed Smith LLP	2005	\$470.00	2010
Spurling, John	Associate	DLA Piper	2007	\$470.00	2010
Washington, Brian K.	Associate	Sidley Austin LLP	2007	\$470.00	2010
Wickers, IV, Alonzo	Partner	Davis Wright Tremaine LLP	1993	\$468.00	2011
Wickers, IV, Alonzo	Partner	Davis Wright Tremaine LLP	1993	\$468.00	2011
Wickers, IV, Alonzo	Partner	Davis Wright Tremaine LLP	1993	\$468.00	2011
Wickers, IV, Alonzo	Partner	Davis Wright Tremaine LLP	1993	\$468.00	2011
Wickers, IV, Alonzo	Partner	Davis Wright Tremaine LLP	1993	\$468.00	2011
Wickers, IV, Alonzo	Partner	Davis Wright Tremaine LLP	1993	\$468.00	2011
Wickers, IV, Alonzo	Partner	Davis Wright Tremaine LLP	1993	\$468.00	2011
Wickers, IV, Alonzo	Partner	Davis Wright Tremaine LLP	1993	\$468.00	2011
Nguyen, James D.	Partner	Davis Wright Tremaine LLP	1995	\$465.87	2011
Alemi, Farnaz M	Associate	Jenner & Block LLP	2007	\$465.00	2011
Nguyen, James D.	Partner	Davis Wright Tremaine LLP	1995	\$465.00	2011
Thayer, Damon A.	Associate	Jenner & Block LLP	2007	\$465.00	2011
Zaletel, Ann Marie	Partner	Seyfarth Shaw LLP	1998	\$465.00	2011
Capell, Julie M.	Associate	Fulbright & Jaworski L.L.P.	2003	\$460.00	2011
Capell, Julie M.	Associate	Fulbright & Jaworski L.L.P.	2003	\$460.00	2011
Capell, Julie M.	Associate	Fulbright & Jaworski L.L.P.	2003	\$460.00	2011
Capell, Julie M.	Associate	Fulbright & Jaworski L.L.P.	2003	\$460.00	2011
Capell, Julie M.	Associate	Fulbright & Jaworski L.L.P.	2003	\$460.00	2011
Lin, Ashlee	Associate	Milbank, Tweed, Hadley & McCloy LLP	2011	\$460.00	2011
Rusche, Timothy M.	Partner	Seyfarth Shaw LLP	2000	\$460.00	2011
Lin, James H.	Associate	Orrick Herrington & Sutcliffe LLP	2003	\$456.94	2010
Crisp, Julie D.	Associate	Latham & Watkins LLP	2009	\$455.00	2010

Attorney Name	Position	Firm	Bar Date	Actual Rate	Rate Year
Karas, Stan	Associate	Quinn Emanuel Urquhart & Sullivan, LLP	2002	\$455.00	2010
Kronstadt, Jessica C.	Associate	Latham & Watkins LLP	2009	\$455.00	2010
Wickham, Dennis J.	Partner	Seltzer Caplan McMahon Vitek, Law Corporation	1979	\$455.00	2010
Alaverdi, Loura	Partner	Baker & Daniels LLP	2001	\$450.00	2011
Dusatre-Martinez, Fanny	Associate	Milbank, Tweed, Hadley & McCloy LLP	2009	\$450.00	2010
Galuppo, Lynn T.	Associate	Cox Castle & Nicholson LLP	1999	\$450.00	2010
Kapur, Teddy M.	Associate	Pachulski Stang Ziehl & Jones LLP	2006	\$450.00	2010
Scollan, Francis N.	Partner	Allen Matkins Leck Gamble & Mallory LLP	1996	\$450.00	2011
Zaro, David R.	Partner	Allen Matkins Leck Gamble & Mallory LLP	1986	\$450.00	2011
Giacinti, Jr., Phillip J.	Partner	Procopio Cory Hargreaves & Savitch LLP	1975	\$445.00	2010
Pao, William K.	Associate	Jenner & Block LLP	2007	\$445.00	2010
Young, Alexandria H.	Associate	Hunton & Williams LLP	2004	\$440.00	2010
Fates, Edward	Associate	Allen Matkins Leck Gamble & Mallory LLP	2003	\$435.00	2011
Feldman, Rachel	Associate	White & Case LLP	2006	\$435.00	2010
O'Kane, IV, John J.	Associate	Paul Hastings LLP	2009	\$435.00	2011
Rusche, Timothy M.	Associate	Seyfarth Shaw LLP	2000	\$435.00	2010
Weininger, Jonathan A.	Associate	Jeffer Mangels Butler Marmaro LLP	2001	\$435.00	2011
Cherensky, Adam S.	Associate	Paul Hastings LLP	2008	\$430.00	2010
Fischbach, Ryan	Partner	Baker & Hostetler LLP	1999	\$430.00	2011
Goon, Stephen J.	Partner	Rutan & Tucker LLP	1994	\$430.00	2010
Cherensky, Adam S.	Associate	Paul Hastings LLP	2008	\$425.00	2010
Krasnoff, Brad	Partner	Lewis Brisbois Bisgaard & Smith LLP	1986	\$425.00	2010
Niborski, Michael J.	Associate	Stroock & Stroock & Lavan LLP	1997	\$425.00	2010
Slyngstad, Charles E.	Partner	Burke, Williams & Sorenson LLP	1979	\$425.00	2011
Tagvoryan, Anahit	Associate	DLA Piper	2006	\$423.00	2010
Cummings, Robert B	Associate	Skadden, Arps, Slate, Meagher & Flom LLP	2009	\$420.00	2010
Hawes, Spencer	Associate	Skadden, Arps, Slate, Meagher & Flom LLP	2010	\$420.00	2010
Hayden, Eric J.	Associate	Irell & Manella LLP	2007	\$420.00	2010
Rykken, Katherine A.	Associate	Latham & Watkins LLP	2009	\$420.00	2011
Rykken, Katherine A.	Associate	Latham & Watkins LLP	2009	\$420.00	2011
Schneider, Bradley R.	Associate	Munger Tolles & Olson LLP	2004	\$420.00	2010

Attorney Name	Position	Firm	Bar Date	Actual Rate	Rate Year
Steiner, Elham F.	Associate	Kilpatrick Townsend & Stockton LLP	2001	\$420.00	2010
Yang, Jasmin	Associate	Snell & Wilmer LLP	2005	\$420.00	2011
Bauer, Brian	Associate	Allen Matkins Leck Gamble & Mallory LLP	2005	\$415.00	2011
Bauer, Brian R.	Associate	Allen Matkins Leck Gamble & Mallory LLP	2005	\$415.00	2011
Bauer, Brian R.	Associate	Allen Matkins Leck Gamble & Mallory LLP	2005	\$415.00	2011
Bauer, Brian R.	Associate	Allen Matkins Leck Gamble & Mallory LLP	2005	\$415.00	2011
Bauer, Brian R.	Associate	Allen Matkins Leck Gamble & Mallory LLP	2005	\$415.00	2011
Capell, Julie M.	Associate	Fulbright & Jaworski L.L.P.	2003	\$415.00	2011
Capell, Julie M.	Associate	Fulbright & Jaworski L.L.P.	2003	\$415.00	2011
Divencenzio, Anthony E.	Associate	Paul Hastings LLP	2008	\$415.00	2010
Gertz, Janet D.	Associate	Baker & McKenzie LLP	2004	\$415.00	2011
Kidd, Allison H.	Associate	Gibson Dunn & Crutcher LLP	2008	\$415.00	2010
Thayer, Damon A.	Associate	Jenner & Block LLP	2007	\$415.00	2010
Fischbach, Ryan	Partner	Baker & Hostetler LLP	1999	\$411.05	2011
Divencenzio, Anthony E.	Associate	Paul Hastings LLP	2008	\$410.00	2010
Fischbach, Ryan	Partner	Baker & Hostetler LLP	1999	\$410.00	2010
Gillinger, Amy McGinnis	Associate	Fulbright & Jaworski L.L.P.	2005	\$410.00	2011
Gillinger, Amy McGinnis	Associate	Fulbright & Jaworski L.L.P.	2005	\$410.00	2011
Gillinger, Amy McGinnis	Associate	Fulbright & Jaworski L.L.P.	2005	\$410.00	2011
Gillinger, Amy McGinnis	Associate	Fulbright & Jaworski L.L.P.	2005	\$410.00	2011
Nelson, David W.	Associate	Akin Gump Strauss Hauer & Feld LLP	2005	\$410.00	2010
Mandell, Joshua	Associate	Baker Botts LLP	2002	\$405.00	2010
Spivak, Jeffrey A.	Associate	Reed Smith LLP	2008	\$405.00	2011
Kim, Yale K.	Associate	Allen Matkins Leck Gamble & Mallory LLP	1997	\$402.00	2010
Delgado, Antonio R.	Associate	Akin Gump Strauss Hauer & Feld LLP	2009	\$400.00	2011
Giacinti, Jr., Phillip J.	Partner	Procopio Cory Hargreaves & Savitch LLP	1975	\$400.00	2010
Hyun, Dennis	Associate	Seyfarth Shaw LLP	2003	\$400.00	2010
Kim, Raymond Y.	Associate	Reed Smith LLP	2007	\$400.00	2010
Street, Scott J.	Associate	Akin Gump Strauss Hauer & Feld LLP	2008	\$400.00	2011

Attorney Name	Position	Firm	Bar Date	Actual Rate	Rate Year
Street, Scott J.	Associate	Akin Gump Strauss Hauer & Feld LLP	2008	\$400.00	2011
Street, Scott J.	Associate	Akin Gump Strauss Hauer & Feld LLP	2008	\$400.00	2011
Street, Scott J.	Associate	Akin Gump Strauss Hauer & Feld LLP	2008	\$400.00	2011
Street, Scott J.	Associate	Akin Gump Strauss Hauer & Feld LLP	2008	\$400.00	2011
Street, Scott J.	Associate	Akin Gump Strauss Hauer & Feld LLP	2008	\$400.00	2011
Street, Scott J.	Associate	Akin Gump Strauss Hauer & Feld LLP	2008	\$400.00	2011
Street, Scott J.	Associate	Akin Gump Strauss Hauer & Feld LLP	2008	\$400.00	2011
Lerner, Leib M	Associate	Alston & Bird LLP	2003	\$399.50	2010
Gertz, Janet D.	Associate	Baker & McKenzie LLP	2004	\$395.00	2010
Gertz, Janet D.	Associate	Baker & McKenzie LLP	2004	\$395.00	2010
Gertz, Janet D.	Associate	Baker & McKenzie LLP	2004	\$395.00	2010
Kim, Yale K.	Associate	Allen Matkins Leck Gamble & Mallory LLP	1997	\$395.00	2010
Kim, Yale K.	Associate	Allen Matkins Leck Gamble & Mallory LLP	1997	\$395.00	2010
Lipstone, Douglas	Partner	Buchalter Nemer	1988	\$395.00	2011
Lowe, Justin J.	Associate	Venable LLP	2002	\$395.00	2010
Passmore, Marion	Associate	Bernstein Litowitz	2003	\$395.00	2010
Wilcox, Rochelle L.	Partner	Davis Wright Tremaine LLP	1998	\$391.50	2011
Wilcox, Rochelle L.	Partner	Davis Wright Tremaine LLP	1998	\$391.50	2011
Wilcox, Rochelle L.	Partner	Davis Wright Tremaine LLP	1998	\$391.50	2011
Wilcox, Rochelle L.	Partner	Davis Wright Tremaine LLP	1998	\$391.50	2011
Brownstone, Justin	Associate	Quinn Emanuel Urquhart & Sullivan, LLP	2009	\$390.00	2010
Lee, Joshua C.	Associate	Irell & Manella LLP	2009	\$390.00	2010
Sank, Max	Associate	Seyfarth Shaw LLP	2000	\$390.00	2011
Sank, Max	Associate	Seyfarth Shaw LLP	2000	\$390.00	2011
Sank, Max	Associate	Seyfarth Shaw LLP	2000	\$390.00	2011
Sank, Max	Associate	Seyfarth Shaw LLP	2000	\$390.00	2011
Stiglitz, Steven B.	Associate	Blank Rome LLP	2002	\$390.00	2010
Zhong, Hong	Associate	Irell & Manella LLP	2009	\$390.00	2010
Bentz, Tamany V.	Associate	Venable LLP	2004	\$385.00	2010
Doherty, Jean Marie	Associate	Jenner & Block LLP	2009	\$385.00	2010
Jackson, Kirsten C.	Associate	Jenner & Block LLP	2009	\$385.00	2011
Jackson, Kirsten C.	Associate	Jenner & Block LLP	2009	\$385.00	2011
Jackson, Kirsten C.	Partner	Jenner & Block LLP	2009	\$385.00	2011
Kroeger, Paul	Associate	Jeffer Mangels Butler	2003	\$385.00	2011

Attorney Name	Position	Firm	Bar Date	Actual Rate	Rate Year
		Marmaro LLP			
Spelman, Kate T.	Associate	Jenner & Block LLP	2010	\$385.00	2011
Spelman, Kate T.	Associate	Jenner & Block LLP	2010	\$385.00	2011
Sank, Max	Associate	Seyfarth Shaw LLP	2000	\$380.00	2010
Steinbaum, Carly A.	Associate	Sidley Austin LLP	2008	\$380.00	2010
Graham, Elizabeth	Associate	Reed Smith LLP	2008	\$375.00	2010
Kim, Yale K.	Associate	Allen Matkins Leck Gamble & Mallory LLP	1997	\$375.00	2010
Bhandari, Sanjay	Partner	Baker & McKenzie LLP	1995	\$372.00	2010
Wisnia, Howard N.	Partner	Baker & McKenzie LLP	1996	\$372.00	2010
Brownstone, Justin	Associate	Quinn Emanuel Urquhart & Sullivan, LLP	2009	\$370.00	2010
Chow, Teresa C.	Associate	Baker & Hostetler LLP	2004	\$370.00	2011
Milligan, Robert B.	Partner	Seyfarth Shaw LLP	2001	\$370.00	2010
Cooper, Tara Lynn	Associate	Holland & Knight LLP	2006	\$365.00	2010
Fates, Edward	Associate	Allen Matkins Leck Gamble & Mallory LLP	2003	\$365.00	2010
Gross, David G	Associate	Proskauer Rose LLP	2007	\$365.00	2011
Mendoza, Lydia M.	Associate	Manatt Phelps & Phillips LLP	2006	\$365.00	2010
Conolly, James R.	Associate	Arent Fox LLP	2004	\$360.00	2010
Cummings, Robert B	Associate	Skadden, Arps, Slate, Meagher & Flom LLP	2009	\$360.00	2010
Hawes, Spencer	Associate	Skadden, Arps, Slate, Meagher & Flom LLP	2010	\$360.00	2010
Holcombe, Allison B	Associate	Skadden, Arps, Slate, Meagher & Flom LLP	2010	\$360.00	2010
O'Kane, IV, John J.	Associate	Paul Hastings LLP	2009	\$360.00	2010
Richey, Carrie J.	Associate	Paul Hastings LLP	2009	\$360.00	2010
Sevell, Adam M.	Associate	Paul Hastings LLP	2009	\$360.00	2010
Veltman, Carla	Associate	Davis Wright Tremaine LLP	2002	\$360.00	2010
Wanner, Katy	Associate	Paul Hastings LLP	2009	\$360.00	2010
Baldwin, Katherine M.	Associate	Latham & Watkins LLP	2009	\$355.00	2010
Byun, Brian W.	Associate	Baker & McKenzie LLP	2007	\$355.00	2011
del Castillo, Joshua	Associate	Allen Matkins Leck Gamble & Mallory LLP	2005	\$355.00	2010
del Castillo, Joshua	Associate	Allen Matkins Leck Gamble & Mallory LLP	2005	\$355.00	2010
Flahaut, M. Douglas	Associate	Arent Fox LLP	2006	\$355.00	2011
Flahaut, M. Douglas	Associate	Arent Fox LLP	2006	\$355.00	2011
Flahaut, M. Douglas	Associate	Arent Fox LLP	2006	\$355.00	2011
Flahaut, M. Douglas	Associate	Arent Fox LLP	2006	\$355.00	2011
Flahaut, M. Douglas	Associate	Arent Fox LLP	2006	\$355.00	2011
Flahaut, M. Douglas	Associate	Arent Fox LLP	2006	\$355.00	2011

Attorney Name	Position	Firm	Bar Date	Actual Rate	Rate Year
Flahaut, M. Douglas	Associate	Arent Fox LLP	2006	\$355.00	2011
Hayes, Timothy L.	Associate	Bryan Cave LLP	1995	\$355.00	2011
Hayes, Timothy L.	Associate	Bryan Cave LLP	1995	\$355.00	2010
Lin, Edward Y.	Associate	Snell & Wilmer LLP	2006	\$355.00	2011
Strabo, Jason D.	Associate	Venable LLP	2006	\$355.00	2011
Strabo, Jason D.	Associate	Venable LLP	2006	\$355.00	2010
Strabo, Jason D.	Associate	Venable LLP	2006	\$355.00	2010
Vohryzek-Griest, Ana T.	Associate	Latham & Watkins LLP	2009	\$355.00	2010
Chow, Teresa C.	Associate	Baker & Hostetler LLP	2004	\$350.96	2011
Byun, Brian W.	Associate	Baker & McKenzie LLP	2007	\$350.00	2010
Byun, Brian W.	Associate	Baker & McKenzie LLP	2007	\$350.00	2010
Chow, Teresa C.	Associate	Baker & Hostetler LLP	2004	\$350.00	2010
Schwartz, Eric B.	Associate	Loeb & Loeb LLP	2009	\$350.00	2011
Sherrill, Meghan C.	Associate	Troutman Sanders LLP	2009	\$350.00	2011
Stone, Devin J.	Associate	Akin Gump Strauss Hauer & Feld LLP	2008	\$350.00	2010
Wada, Emily	Associate	Burke, Williams & Sorensen LLP	2006	\$350.00	2011
Zelkind, Boris	Partner	Knobbe Martens Olson & Bear LLP	1994	\$350.00	2011
Chow, Teresa C.	Associate	Baker & Hostetler LLP	2004	\$346.62	2010
Sullivan, Sean M.	Associate	Davis Wright Tremaine LLP	2003	\$346.50	2011
Sullivan, Sean M.	Associate	Davis Wright Tremaine LLP	2003	\$346.50	2011
Sullivan, Sean M.	Associate	Davis Wright Tremaine LLP	2003	\$346.50	2011
Hodas, Joshua	Associate	Jeffer Mangels Butler Marmaro LLP	2006	\$345.00	2011
Daruwalla, Sanaea	Associate	Burke, Williams & Sorensen LLP	2006	\$340.00	2011
Macklin, Alicia	Associate	Arnold & Porter LLP	2009	\$340.00	2010
McMonagle, Ryan O.	Associate	Arnold & Porter LLP	2009	\$340.00	2010
Ram, Stephen	Associate	Stradling Yocca Carlson & Rauth	2005	\$340.00	2010
Rubino, Michael J.	Associate	Atkinson, Andelson, Loya, Ruud & Romo	1987	\$340.00	2010
Sable, Daniel Rick	Associate	Seyfarth Shaw LLP	2006	\$340.00	2011
Sable, Daniel Rick	Associate	Seyfarth Shaw LLP	2006	\$340.00	2011
Sable, Daniel Rick	Associate	Seyfarth Shaw LLP	2006	\$340.00	2011
Sable, Daniel Rick	Associate	Seyfarth Shaw LLP	2006	\$340.00	2011
Henry, Karen A.	Associate	Davis Wright Tremaine LLP	2004	\$337.50	2011
Henry, Karen A.	Associate	Davis Wright Tremaine LLP	2004	\$337.50	2011
Henry, Karen A.	Associate	Davis Wright Tremaine LLP	2004	\$337.50	2011
Henry, Karen A.	Associate	Davis Wright Tremaine LLP	2004	\$337.50	2011

Attorney Name	Position	Firm	Bar Date	Actual Rate	Rate Year
Henry, Karen A.	Associate	Davis Wright Tremaine LLP	2004	\$337.50	2011
Henry, Karen A.	Associate	Davis Wright Tremaine LLP	2004	\$337.50	2011
Henry, Karen A.	Partner	Davis Wright Tremaine LLP	2004	\$337.50	2011
Henry, Karen A.	Associate	Davis Wright Tremaine LLP	2004	\$337.50	2011
Henry, Karen A.	Associate	Davis Wright Tremaine LLP	2004	\$337.50	2011
Sullivan, Sean M.	Associate	Davis Wright Tremaine LLP	2003	\$336.72	2011
Morohunfola, Oluwafemi A.	Associate	Akin Gump Strauss Hauer & Feld LLP	2010	\$335.00	2011
Morohunfola, Oluwafemi A.	Associate	Akin Gump Strauss Hauer & Feld LLP	2010	\$335.00	2011
Morohunfola, Oluwafemi A.	Associate	Akin Gump Strauss Hauer & Feld LLP	2010	\$335.00	2011
Morohunfola, Oluwafemi A.	Associate	Akin Gump Strauss Hauer & Feld LLP	2010	\$335.00	2011
Poyer, Amy C.	Associate	Akin Gump Strauss Hauer & Feld LLP	2010	\$335.00	2011
Poyer, Amy C.	Associate	Akin Gump Strauss Hauer & Feld LLP	2010	\$335.00	2011
Troutman, Will	Associate	Fulbright & Jaworski L.L.P.		\$335.00	2010
Chow, Teresa C.	Associate	Baker & Hostetler LLP	2004	\$330.00	2010
Insogna, Katherine W.	Associate	Reed Smith LLP	2009	\$330.00	2010
Townes, Joahri N.	Associate	Sidley Austin LLP	2007	\$328.50	2010
Wheeler, Eva M.	Associate	Sidley Austin LLP	2008	\$328.50	2010
Goldman, Jeffrey M.	Associate	Pepper Hamilton LLP	2004	\$327.25	2011
Fisher, Jason	Associate	Buchalter Nemer		\$325.00	2010
Flahaut, M. Douglas	Associate	Arent Fox LLP	2006	\$325.00	2011
Frasch, Brian B.	Partner	Gordon & Rees LLP	1982	\$325.00	2012
Jackson, Kirsten C.	Associate	Jenner & Block LLP	2009	\$325.00	2010
Levin, Jennifer	Associate	Venable LLP	2007	\$325.00	2010
Morohunfola, Oluwafemi A.	Associate	Akin Gump Strauss Hauer & Feld LLP	2010	\$325.00	2011
Chiu, Stephen	Associate	Quinn Emanuel Urquhart & Sullivan, LLP	2006	\$320.00	2010
Flahaut, M. Douglas	Associate	Arent Fox LLP	2006	\$320.00	2010
Flahaut, M. Douglas	Associate	Arent Fox LLP	2006	\$320.00	2010
Flahaut, M. Douglas	Associate	Arent Fox LLP	2006	\$320.00	2010
Soofi, Rabeh	Associate	Ice Miller LLP		\$320.00	2011
King, Nicole C.	Associate	DLA Piper	2009	\$310.50	2011
King, Nicole C.	Associate	DLA Piper	2009	\$310.50	2011
King, Nicole C.	Associate	DLA Piper	2009	\$310.50	2011
King, Nicole C.	Associate	DLA Piper	2009	\$310.50	2011
Buono, Anna R.	Associate	Davis Wright Tremaine LLP	2004	\$310.00	2010
Hu, Carol	Associate	Manatt Phelps & Phillips LLP	2008	\$310.00	2010

Attorney Name	Position	Firm	Bar Date	Actual Rate	Rate Year
Munoz, Celina M.	Associate	Steptoe & Johnson LLP	2009	\$310.00	2011
Zusman, Anna R.	Associate	Davis Wright Tremaine LLP	2004	\$310.00	2010
Petrek, Jason K	Associate	Baker & McKenzie LLP	2006	\$307.94	2010
Dwyer, Carol A.	Associate	Buchalter Nemer	2005	\$300.00	2011
Belezzuoli, Julie	Associate	Kaye Scholer LLP	2009	\$295.00	2010
McLaughlin, Melissa C.	Associate	Venable LLP	2010	\$295.00	2011
Munoz, Celina M.	Associate	Steptoe & Johnson LLP	2009	\$295.00	2010
Rigali, Paul A.	Associate	Venable LLP	2009	\$295.00	2011
Rottenberg, Adam J	Associate	Proskauer Rose LLP	2009	\$295.00	2010
Rottenberg, Adam J	Associate	Proskauer Rose LLP	2009	\$295.00	2010
Shadoff, Andrew I.	Associate	Jeffer Mangels Butler Marmaro LLP	2010	\$295.00	2011
Shadoff, Andrew I.	Associate	Jeffer Mangels Butler Marmaro LLP	2010	\$295.00	2011
Gamliel, Amir	Associate	Perkins Coie LLP	2009	\$292.50	2011
Daghbandan, Natalie Boyajian	Associate	Holme Roberts & Owen LLP	2010	\$290.00	2012
Dwyer, Carol A.	Associate	Buchalter Nemer	2005	\$290.00	2010
Flahaut, M. Douglas	Associate	Arent Fox LLP	2006	\$290.00	2010
Flahaut, M. Douglas	Associate	Arent Fox LLP	2006	\$290.00	2010
Flahaut, M. Douglas	Associate	Arent Fox LLP	2006	\$290.00	2011
Silva, Daniel C.	Associate	Gordon & Rees LLP	2009	\$285.00	2012
Yang, Simon L.	Associate	Seyfarth Shaw LLP	2008	\$285.00	2010
Townes, Joahri N.	Associate	Sidley Austin LLP	2007	\$283.50	2010
Wheeler, Eva M.	Associate	Sidley Austin LLP	2008	\$283.50	2010
Kim, Christin J.	Associate	Venable LLP	2009	\$280.00	2011
Kim, Christin J.	Associate	Venable LLP	2009	\$280.00	2010
Sorosky, Schuyler B.	Associate	Venable LLP	2009	\$280.00	2011
Sorosky, Schuyler B.	Associate	Venable LLP	2009	\$280.00	2010
Sorosky, Schuyler B.	Associate	Venable LLP	2009	\$280.00	2010
Goldstein, Sarah Katherine	Partner	Lewis Brisbois Bisgaard & Smith LLP	1998	\$275.00	2010
McGlockin, Paul Z.	Associate	Atkinson, Andelson, Loya, Ruud & Romo	2009	\$275.00	2011
Petrek, Jason K	Associate	Baker & McKenzie LLP	2006	\$271.00	2010
Wurster, April M.	Associate	Baker & McKenzie LLP	2003	\$271.00	2010
Kohn, Lisa J.	Associate	Davis Wright Tremaine LLP	2008	\$270.00	2011
Kohn, Lisa J.	Associate	Davis Wright Tremaine LLP	2008	\$270.00	2011
Kohn, Lisa J.	Associate	Davis Wright Tremaine LLP	2008	\$270.00	2011
Kohn, Lisa J.	Associate	Davis Wright Tremaine LLP	2008	\$270.00	2011
Kohn, Lisa J.	Associate	Davis Wright Tremaine LLP	2008	\$270.00	2011
Kohn, Lisa J.	Associate	Davis Wright Tremaine LLP	2008	\$270.00	2011
Kohn, Lisa J.	Associate	Davis Wright Tremaine LLP	2008	\$270.00	2011

<b>Attorney Name</b>	<b>Position</b>	<b>Firm</b>	<b>Bar Date</b>	<b>Actual Rate</b>	<b>Rate Year</b>
Kohn, Lisa J.	Associate	Davis Wright Tremaine LLP	2008	\$270.00	2011
Kohn, Lisa J.	Associate	Davis Wright Tremaine LLP	2008	\$270.00	2011
Segal, Jonathan	Associate	Davis Wright Tremaine LLP	2009	\$270.00	2011
Segal, Jonathan	Associate	Davis Wright Tremaine LLP	2009	\$270.00	2011
Segal, Jonathan	Associate	Davis Wright Tremaine LLP	2009	\$270.00	2011
Segal, Jonathan	Associate	Davis Wright Tremaine LLP	2009	\$270.00	2011
Segal, Jonathan	Associate	Davis Wright Tremaine LLP	2009	\$270.00	2011
Segal, Jonathan	Associate	Davis Wright Tremaine LLP	2009	\$270.00	2011
Day, Taylor C.	Associate	Morgan, Lewis & Bockius LLP	2009	\$260.00	2010
Levy, Stephanie	Associate	Kirkland & Ellis LLP	1998	\$245.00	2011
Wideman, Lauren B.	Associate	Bingham McCutchen LLP	2009	\$245.00	2011
Spivey, Tim	Associate	Rutan & Tucker LLP	2009	\$240.00	2010
Squier, Erikson C.	Associate	Snell & Wilmer LLP		\$240.00	2011
Elliot, Chrysta L	Associate	Ballard Spahr LLP		\$235.00	2011
Ahn, Sun Hi	Associate	Atkinson, Andelson, Loya, Ruud & Romo	2000	\$230.00	2010
Martinez, Lindsey E.	Associate	Snell & Wilmer LLP		\$225.00	2011
Ta, Cathy	Associate	Best Best & Krieger LLP	2008	\$225.00	2010
Sahatjian, Richard J	Associate	BuckleySandler LLP	2007	\$210.00	2010
Lovell, Mark F.	Associate	Best Best & Krieger LLP	2006	\$200.00	2010
Morales, Edward O.	Associate	DLA Piper	2009	\$198.00	2010
Hix, Timothy	Partner	Seyfarth Shaw LLP	1996		2011